



Registration of a Charge

Company name: **BLAKEMORE PROPERTY LTD**

Company number: **01393723**



X33LBQEJ

Received for Electronic Filing: **13/03/2014**

Details of Charge

Date of creation: **10/03/2014**

Charge code: **0139 3723 0011**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 210 WINSOVER ROAD, SPALDING PE11 1HQ (TITLE NUMBER LL118326), THE FREEHOLD PROPERTY KNOWN AS LAND LYING TO THE NORTH AND WEST OF LACEBY CROSS ROADS, LACEBY, GRIMSBY (TITLE NUMBER HS292208), THE FREEHOLD PROPERTY KNOWN AS FORMER ECCLESTONS BAKERY, HIGH ST, COEDPOETH, WREXHAM LL11 3SA (TITLE NUMBER CYM549252), THE FREEHOLD PROPERTY KNOWN AS LAND ON THE WEST SIDE OF LINCOLN WAY, FAIRFIELD INDUSTRIAL ESTATE, LOUTH (TITLE NUMBER LL324725), THE FREEHOLD PROPERTY KNOWN AS 2-4 MILL GREEN, WARBOYS, HUNTINGDON PE28 2SA (TITLE NUMBER CB347410), THE FREEHOLD PROPERTY KNOWN AS 172 AND 172A BURGH ROAD, SKEGNESS (TITLE NUMBER LL61246), THE FREEHOLD PROPERTY KNOWN AS 174 BURGH ROAD, SKEGNESS PE25 2RW (TITLE NUMBER LL50095), THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH EAST SIDE OF GILWILLY LANE, PENRITH (TITLE NUMBER CU39893), THE FREEHOLD PROPERTY KNOWN AS LAND ABUTTING HADFIELD ROAD AND WHITTLE ROAD, LECKWORTH INDUSTRIAL ESTATE, CARDIFF (TITLE NUMBER WA729128), THE FREEHOLD PROPERTY KNOWN AS BEING LAND AND BUILDINGS ON THE NORTH EAST SIDE OF HADFIELD ROAD, LECKWITH (TITLE NUMBER WA400291) AND THE LEASEHOLD PROPERTY KNOWN AS SITE P4, CLARION CLOSE, SWANSEA ENTERPRISE PARK, SWANSEA (TITLE NUMBER WA698755)**

Contains fixed charge(s).

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: 1393723

Charge code: 0139 3723 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2014 and created by BLAKEMORE PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2014 .

Given at Companies House, Cardiff on 13th March 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EVERSHEDS

Dated

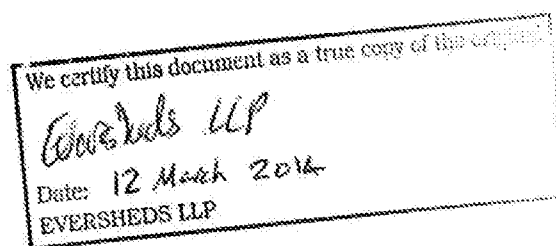
10 March

2014

- (1) BLAKEMORE PROPERTY LIMITED
- (2) LLOYDS BANK PLC AS SECURITY TRUSTEE

Legal charge

relating to the Properties (as defined herein)



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This Deed is made on

10 March 2014

between:

- (1) **BLAKEMORE PROPERTY LIMITED**, a company incorporated in England and Wales with company number 01393723 (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC**, a company incorporated in England and Wales with company number 00002065, in its capacity as Security Trustee.

1. **INTERPRETATION**

1.1 **Expressly defined terms**

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

"Applicable Representations" means those representations and warranties set out in clause 21 (*Representations*) of the Facilities Agreement other than those at clauses 21.12 (*No misleading information*), 21.13 (*Original financial statements*), 21.23 (*Shares*), 21.24 (*Intellectual Property*), 21.25 (*Group Structure Chart*), 21.28 (*Acquisition Documents, disclosures and other documents*), 21.30 (*Pensions*) and 21.31 (*Holding and Dormant Companies*).

"Applicable Undertakings" means those undertakings set out in clauses 24.1 (*Authorisations*) to 24.8 (*Change of business*), inclusive, 24.12 (*Preservation of assets*), 24.16 (*Disposals*), 24.25 (*Insurance*), 24.27 (*Access*) and 24.30 (*Amendments*) to 24.32 (*Group bank accounts*) inclusive of the Facilities Agreement.

"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.

"Debenture" means a debenture made on 18 March 2011 between, amongst others, the Chargor and the Security Trustee.

"Discharge Date" means the date with effect from which the Security Trustee 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 Secured Parties cancelled.

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

"Facilities Agreement" means the senior term and revolving credit facilities agreement originally dated 18 March 2011 and between, amongst others, the Chargor, Lloyds Bank Plc and Barclays Bank PLC as Original Lenders and Lloyds Bank Plc as the Security Trustee as amended and restated pursuant to the terms of an amendment and restatement deed dated on or about the date of this deed.

"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.

"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.

"Intercreditor" means:

- (a) the Intercreditor Agreement; and
- (b) the 2014 Intercreditor Agreement.

"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 1 (*Details of the Property*). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

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

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

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities PROVIDED THAT **"Secured Obligations"** shall not include any obligation or liability to the extent that if it were so included this Deed (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.

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

"Security Trustee" means Lloyds Bank Plc acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Transaction Security Documents for the purpose of and in accordance with the terms of the Intercreditor Agreement, or such other or additional trustee or trustees as may

from time to time be appointed in that capacity pursuant to Clause 18.12 (*Resignation of Security Trustee*) of the 2014 Intercreditor Agreement.

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

1.2 Definitions contained in Facilities Agreement or the Debenture

Unless such term is expressly defined in this Deed (where the definition in this Deed shall prevail) or some other contrary indication appears, each term used in this Deed which is defined in the Facilities Agreement or the Debenture shall have the same meaning as in the Facilities Agreement or the Debenture (as the case may be) and where the same term is defined in the Facilities Agreement and in the Debenture, but not in this Deed, the definition in the Debenture shall prevail for the purposes of this Deed.

1.3 Construction

In this Deed:

1.3.1 unless a contrary indication appears, a reference to:

1.3.1.1 **"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;

1.3.1.2 **"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;

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

1.3.1.4 **"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);

1.3.1.5 **"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;

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

1.3.1.7 the **"Chargor"**, the **"Security Trustee"** or any **"Party"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be

construed so as to include its successors in title, permitted assigns and permitted transferees;

- 1.3.2 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);
- 1.3.3 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);
- 1.3.4 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 or of any of the Finance Documents;
- 1.3.5 the index and Clause and Schedule headings are for ease of reference only;
- 1.3.6 an Event of Default is **"continuing"** if it has not been waived; and
- 1.3.7 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.

1.4 **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 or any other of the Finance Documents 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 1.4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

1.5 **Incorporation of other terms**

- 1.5.1 The terms of the Facilities Agreement, the Debenture and any other Finance Document under which the Secured Obligations arise and of any side letters between the Chargor and the Secured Parties or any of them relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in

accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- 1.5.2 Without prejudice to the operation of any applicable term of the Facilities Agreement or any other Finance Document, the provisions of clauses 11.3 (*Default interest*), 28.7 (*Resignation and release of security on disposal*), 32.9 (*Currency of account*), 32.10 (*Change of currency*), 34.1 (*Communications in writing*), 34.3 (*Delivery*), 34.6 (*Electronic communication*), 34.8 (*English language*), 35 (*Calculations and certificates*), 36 (*Partial Invalidity*), 37 (*Remedies and waivers*), 38.2.1 (*Required consents*), 31.5 (*Exceptions*) and 41 (*Counterparts*) of the Facilities Agreement shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such Clause to "this Agreement" were a reference to "this Deed".

2. COVENANT TO PAY

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

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 Security Trustee 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;
- 3.1.5 **First fixed charge on goodwill**- by way of first fixed charge, the goodwill of any business at any time carried on by the Chargor from the Property; and

- 3.1.6 **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 held by or payable to the Chargor or in which such Chargor otherwise has an interest (to the extent of such interest).

3.2 **Assignments by way of Security**

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

- 3.2.1 the Insurance Proceeds; and
- 3.2.2 the Associated Rights of the Chargor which are not subject to a valid fixed charge pursuant to clause 3.1 (*Mortgages and Charges*) of this Deed in relation to the Property.

3.3 **Continuing security**

The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was 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.

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 Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):
- 4.1.1.1 to perfect the Security created or intended to be created under or evidenced by this Deed and the other Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to this Deed and the other Finance Documents or by law;
- 4.1.1.2 to confer on the Security Trustee or confer on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or

similar to the Security intended to be conferred by or pursuant to this Deed and other Transaction Security Documents; and/or

4.1.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

4.1.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee or the Finance Parties by or pursuant to this Deed and the other Transaction Security Documents.

5. LAND REGISTRATION MATTERS

5.1 Land Registry - application for restriction

5.1.1 Without prejudice to the generality of Clause 4 (*Further assurance*) of the Facilities Agreement, 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 2014 in favour of Lloyds Bank Plc in its capacity as Security Trustee 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 the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Deed (or, in the case of The Land Registry form CH2, where applicable, promptly following its later receipt of such form duly completed by the Security Trustee), and pay all fees costs and expenses incurred in connection with the applications.

5.1.3 The Security Trustee, in its absolute discretion, may make any of the applications referred to in this Clause 5.1 in place of the Chargor. 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.

5.2 Exempt information document

5.2.1 The Chargor will, at its own expense, do whatever the Security Trustee may reasonably require in connection with (a) any application by the Security Trustee to have this Deed, the Facilities Agreement and/or the Debenture designated 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, the Facilities Agreement and/or the Debenture following its designation as an exempt information document.

- 5.2.2 The Chargor shall notify the Security Trustee in writing (a) before making any application to have this Deed, the Facilities Agreement and/or the Debenture 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, the Facilities Agreement and/or the Debenture 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 Security Trustee.

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; nor may it, without the prior consent of the Security Trustee, (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.
- 6.2 Clause 6.1 does not apply to any Security which is Permitted Security, nor to a Permitted Transaction.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Chargor represents and warrants to the Security Trustee on the date of this Deed in the terms of the Applicable Representations, in each case as if expressly set out in this Deed and so far as applicable to the Chargor or the Secured Assets. Each of the Applicable Representations is made by reference to the facts and circumstances existing at the date of this Deed or, where deemed, pursuant to Clause 7.3, to be repeated at a later date, by reference to the facts and circumstances existing at each such later date.
- 7.2 The Chargor further represents and warrants:
- 7.2.1 **Property** - as set out in Part 2 and 3 of Schedule 2 (*Property warranties and undertakings*);
- 7.2.2 **Commercial benefit** - it enters into this Deed in good faith and for the purposes of the promotion of the success of its business and it has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Deed and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit; and
- 7.2.3 **Priority of Security** - the Security created by this Deed constitutes first priority Security over the assets which are expressed to be subject

to such Security and those assets are not subject to any Security other than Permitted Security.

- 7.3 Each of the Applicable Representations and each of the further representations and warranties set out in Clause 7.2 (other than those at Clause 7.2.2 (*Commercial benefit*)) shall be deemed to be repeated on each day during the Security Period on which representations and warranties set out in Clause 21 (*Representations*) of the Facilities Agreement are, or are deemed to be, made or repeated.

8. UNDERTAKINGS

Throughout the Security Period, the Chargor undertakes to the Security Trustee in the terms of the Applicable Undertakings, in each case so far as applicable to the Chargor or the Secured Assets, (as if expressly set out in this Deed) and also 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 of all other Finance 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 depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the Security created by this Deed or the priority of its ranking as expressed in this Deed or in the Intercreditor.
- 8.3 **Maintenance** - It will keep the Secured Assets in a good and substantial state of repair, working order and condition (ordinary wear and tear excepted). Where the Secured Assets include any item of plant or machinery which becomes incapable of economic repair, it will replace such asset with an asset which is a comparable modern equivalent or which is otherwise approved by the Security Trustee where failure to do so would have a Material Adverse Effect.
- 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 where failure to do so would have a Material Adverse Effect 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, 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 all 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 Security Trustee of the Security created by this Deed.
- 8.6 **Access** - In addition to the requirements of Clause 24.27 (*Access*) of the Facilities Agreement, it will (at the risk and cost of the Chargor) permit the Security Trustee and its professional advisers, agents and contractors and, where required by the Security Trustee, 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 Security Trustee 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 2 of Schedule 2 (*Property warranties and undertakings*).
- 8.8 **Notice relating to Insurance Proceeds** - It will, promptly, upon receiving a request to that effect from the Security Trustee, give notice of each charge or assignment of all (if any) its rights, title and interest in and to the Insurance Proceeds, by sending a duly completed notice (in such form as the Security Trustee may agree and/or require) to each of the other parties to the relevant Insurances in the form set out at Schedule 4 to this Deed.
- 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 Security Trustee's request, deposit with the Security Trustee (or as the Security Trustee 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 Security Trustee to enforce the Security created by this Deed, (b) the Insurances in respect of which the proceeds of any claims are assigned or charged pursuant to this Deed and (c) all such other documents relating to the Secured Assets as the Security Trustee may from time to time reasonably require.
- 8.11 **Retention of documents** - The Security Trustee 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 Security Trustee ceases to hold any such document before such time, the Security Trustee 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 2 (*Property warranties and undertakings*), it will allow (and irrevocably authorises) the Security Trustee and/or such persons as the Security Trustee 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 **Interest** - If the Chargor fails to pay any sum payable under this Deed on the due date for payment of that sum (or, in the case of any sums demanded under Clause 2 (*Covenant to pay*), on the date of demand being made) it will pay interest on any such sum, before and after judgment, from the due date for payment (or date of demand, as the case may be) until the actual date of payment, calculated on a daily basis at the rate determined in accordance with the provisions of Clause 11.3 (*Default interest*) of the Facilities Agreement, but only to the extent that interest at such default rate is not otherwise being paid on such sum.
- 8.14 **Indemnity** - It will indemnify the Security Trustee and will keep the Security Trustee indemnified against all costs, Taxes, losses and liabilities incurred by the

Security Trustee 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 Security Trustee 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 Security Trustee on demand.

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 Security Trustee and any Receiver will become exercisable on the date of this Deed, but, as between the Security Trustee and the Chargor, the power of the Security Trustee 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 Security Trustee 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 Security Trustee's power of sale has become exercisable, the Security Trustee 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 Security Trustee may remove any person from appointment as Receiver and may appoint another person as Receiver. The Security Trustee 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 Security Trustee 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 Security Trustee 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 Security Trustee 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 3 (*Receiver's specific powers*).
- 10.6 The Security Trustee 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 Security Trustee or the Receiver obtains possession of the Property, the Security Trustee or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming 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 Security Trustee 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 Security Trustee or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Security Trustee 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 Security Trustee 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 Security Trustee 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 Security Trustee under this Deed.
- 11.3 **Security Trustee's rights of set-off** - The Security Trustee may, at any time after this Deed has become enforceable, and without notice (a) combine or consolidate all or any of the Chargor's then existing accounts with, and liabilities to, the Security Trustee, (b) set-off or transfer any sums standing to the credit of any one or more of such accounts, and/or (c) set-off any other obligation owed by the Security Trustee 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 Security Trustee may convert either amount (or both) at any reasonable time and at any reasonable rate. The Security Trustee shall notify the Chargor in writing that any such transaction has taken place.

- 11.4 **Suspense Account** - The Security Trustee 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 Security Trustee may determine pending its application towards discharging the Secured Obligations.
- 11.5 **New account** - If the Security Trustee 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 Security Trustee 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 (*Security Trustee's rights of set-off*), if at any time the Chargor has made a deposit with the Security Trustee on terms that it will be repaid on a specified date (a "**Time Deposit**") then: (a) if the Security Trustee 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 Security Trustee may renew such Time Deposit for such further maturity as the Security Trustee in its absolute discretion determines.
- 11.7 **Calculations** - The Security Trustee'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).
- 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 outgoing 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 Finance Documents; and (d) the claims of those persons entitled to any surplus.
- 11.9 **Tax gross-up** - The provisions of Clause 15.2 (*Tax gross-up*) of the Facilities Agreement shall apply to any payments made by the Chargor under or pursuant to this Deed.

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 Security Trustee 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 Security Trustee or any Receiver.

13. **PROTECTION OF SECURITY TRUSTEE**

- 13.1 **Security Trustee's receipts** - The Security Trustee 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 Security Trustee, 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.
- 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 Security Trustee or any Receiver enters into possession of the Secured Assets, or any of them, this will not oblige either the Security Trustee or the Receiver to account as mortgagee in possession, and if at any time the Security Trustee 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 Security Trustee 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.

14. **POWER OF ATTORNEY**

- 14.1 The Chargor irrevocably and by way of security appoints the Security Trustee and each Receiver and any person nominated for the purpose by the Security Trustee or a Receiver (in writing, under hand, signed by an officer of the Security Trustee 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 Security Trustee or the Receiver under, or otherwise for the purposes of, this Deed.

14.3 The Chargor covenants with the Security Trustee 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 and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed. The Security Trustee 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 Security Trustee 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 Security Trustee 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 Security Trustee, 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. The restrictions on the powers of the Security Trustee or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

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 Security Trustee may decide when and how to apply any payments and distributions received for its own account under this Deed, and also, as between the Security Trustee 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 Security Trustee's exercise of this discretion.
- 16.4 No provision of this Deed will interfere with the Security Trustee'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 Security Trustee, and the Security Trustee 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 Security Trustee.
- 16.7 Save as otherwise provided in the Facilities Agreement or the Intercreditor, the Security Trustee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 16.8 The Security Trustee may disclose any 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 Facilities Agreement) 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 Security Trustee 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 Security Trustee; and accordingly (but without limiting the Security Trustee's other rights under this Deed) the Security Trustee shall be entitled to recover from the Chargor the value which the Security Trustee has placed upon such Security (acting reasonably) or the amount of any such payment as if such payment, settlement or discharge had not occurred.

- 16.10 If the Security Trustee, 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 The Security Trustee as agent for the Secured Parties confirms that the Secured Parties shall perform their respective obligations, to the extent arising under the Finance Documents, to make further advances. The Security created by this Deed has been made for securing such further advances.
- 16.12 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.
- 16.13 On the Discharge Date (but subject to Clauses 16.9 and 16.10) the Security Trustee shall, at the request and cost of the Chargor, execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed.
- 16.14 The obligations of the Chargor under Clause 2 (*Covenant to pay*) are unconditional and neither the provisions of this Deed nor the obligations of the Chargor 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 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 is:
- 17.1.1 In the case of the Chargor and the Security Trustee those given for each of them, respectively, in the signature pages of the Facilities Agreement; and
- 17.1.2 In the case of each Receiver and each Delegate, those notified in writing to the Security Trustee (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security

Trustee on its behalf) 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 Agent (or as the Agent may notify to the Parties, if a change is made by the Agent or the Security Trustee) by not less than five Business Days' notice.

18. THIS DEED

- 18.1 The Chargor has entered into this Deed in consideration of the Secured Parties or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed in the Finance Documents.
- 18.2 This Deed is intended to be a deed even if either Party's execution is not in accordance with the formalities required for the execution of deeds.
- 18.3 If there is any conflict between the provisions of the Facilities Agreement and the provisions of this Deed (other than Schedule 2 (*Property warranties and undertakings*) to this Deed), the provisions of the Facilities Agreement shall prevail.
- 18.4 If there is any conflict between the provisions of the Debenture and the provisions of this Deed, the provisions of the Debenture shall prevail.
- 18.5 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 Security Trustee may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.
- 18.6 This Deed has been designated as a Finance Document.
- 18.7 This Deed and every counterpart is the property of the Security Trustee.

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

20.1 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**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary. This Clause 20.1 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Details of Property

1. **Address of Property:** The property known as 210 Winsover Road, Spalding PE11 1HQ

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): LL118326

County and District (or London Borough): Lincolnshire : South Holland
2. **Address of Property:** The property known as Land lying to the north and west of Laceby cross roads, Laceby, Grimsby

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): HS292208

County and District (or London Borough): North East Lincolnshire
3. **Address of Property:** The property known as Former Ecclestone Bakery, High St, Coedpoeth, Wrexham LL11 3SA

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): CYM549252

County and District (or London Borough): Wrexham/Wreccsam
4. **Address of Property:** The property known as Land on the west side of Lincoln Way, Fairfield Industrial Estate, Louth

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): LL324725

County and District (or London Borough): Lincolnshire : East Lindsey
5. **Address of Property:** The property known as 2-4 Mill Green, Warboys, Huntingdon PE28 2SA

Freehold/Leasehold Estate: Freehold

Estate:

Title Details (where applicable): CB347410

County and District (or London Borough): Cambridgeshire : Huntingdonshire

6. **Address of Property:** The property known as 172 and 172A Burgh Road, Skegness

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): LL61246

County and District (or London Borough): Lincolnshire : East Lindsey

7. **Address of Property:** The property known as 174 Burgh Road, Skegness PE25 2RW

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): LL50095

County and District (or London Borough): Lincolnshire : East Lindsey

9. **Address of Property:** The property known as land on the north east side of Gilwilly Lane, Penrith

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): CU39893

County and District (or London Borough): Cumbria : Eden

10. **Address of Property:** The property known as Land abutting Hadfield Road and Whittle Road, Leckworth Industrial Estate, Cardiff

Freehold/Leasehold Estate: Freehold

Title Details (where applicable): WA729128

**County and District
(or London Borough):** Cardiff

11. **Address of Property:** The property known as being Land and buildings on the north east side of Hadfield Road, Leckwith

**Freehold/Leasehold
Estate:** Freehold

**Title Details (where
applicable):** WA400291

**County and District
(or London Borough):** Cardiff

12. **Address of Property:** The property known as Site P4, Clarion Close, Swansea Enterprise Park, Swansea

**Freehold/Leasehold
Estate:** Leasehold

**Title Details (where
applicable):** WA698755

**County and District
(or London Borough):** Swansea

SCHEDULE 2

Property warranties and undertakings

Part 1

Definitions and interpretation applicable to Schedule 2

1. Expressly defined terms

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

"Adverse Property Effect" means, a material and adverse effect on:

(a) the value or marketability of the Property;

(b) the ability of the Chargor to use the Property for the purposes for which it is currently used; or

(c) the validity or enforceability of, or the effectiveness or ranking of the Security created or purported to be created by, this Deed in relation to the Property or the rights or remedies of the Security Trustee under this Deed.

"Contamination" means the presence, retention or accumulation of any Hazardous Materials in, at or under the Property.

"Direction" means any notice or order served on or issued to the Chargor by any local or other authority (whether under the Planning Acts or otherwise) in respect of any Property.

"Environment" means all or any media of any nature including the following: air (including air within buildings or other structures or erections and whether above or below ground); water (including territorial, coastal and inland waters, ground waters (as identified in section 104(1)(d) of the Water Resources Act 1991), drains and sewers); and land (including buildings and other structures or erections in, on or under it, anything below the surface of land and the seabed, river beds and other land under any water, surface land and sub-surface land).

"Environmental Authority" means any authority, whether statutory or non-statutory, governmental or non-governmental, having responsibility for Environmental Matters under Environmental Law.

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person (including any Environmental Authority) relating to Environmental Matters or arising as a result of any breach of Environmental Law.

"Environmental Laws" means all applicable laws and regulations relating to or concerning Environmental Matters.

"Environmental Matters" means all or any matters relating to or concerning any aspect of the Environment and/or any Hazardous Materials including the following matters in so far as they arise from or otherwise relate to the Secured Assets:

(a) pollution or Contamination or protection of the Environment;

- (b) harm, whether actual or potential, to, or the protection of the health or safety of any human and/or of any other living organism in the ecological systems;
- (c) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, release, spillage, deposit, escape, discharge, leak or migration of Hazardous Materials; and
- (d) the creation, emission, leak or discharge into the Environment of noise, vibration, dust, fumes, gas, odour, smoke, steam, effluvia, heat, light, radiation, infection, electricity and any matter or thing capable of constituting a common law or statutory nuisance or an actionable tort of any kind in respect of such matters or other adverse impact on the Environment.

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of any business conducted on or from the Property.

"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.

"Hazardous Materials" means any element or substance, whether natural or artificial, whether consisting of gas, liquid, solid or vapour and whether on its own or in any combination with any other element or substance, which is capable of causing harm to the health or safety of any human and/or of any other living organism in the ecological systems or damage to the Environment and/or to public health or welfare.

"Licensing Acts" means the Gambling Act 2005, the Licensing Act 2003, the Licensing Act 1964, the Betting Gaming and Lotteries Act 1963 and the Gaming Act 1968 (to the extent that any such Acts are in force or have not been repealed), and all other legislation in force for the time being relating to the regulation and sale of alcohol, the provision of entertainment and late night refreshment, the regulation of betting, gaming or lotteries or the location or provision of gaming or amusement machines.

"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.

2. **Construction**

In this Schedule, unless a contrary indication appears:

- 2.1 the words **"would have an Adverse Property Effect"** are to be construed as meaning "would reasonably be expected to have an Adverse Property Effect"; and
- 2.2 reference in any Part of this Schedule to matters, events or circumstances having an Adverse Property Effect are to be construed as if such matters, events

or circumstances were taken together with all other matters, events or circumstances arising under any paragraph of such Part of this Schedule which would, on such construction, in aggregate have an Adverse Property Effect.

Part 2

Property Warranties

1. MATTERS AFFECTING THE PROPERTY

Subject to matters expressly disclosed in each 2014 Certificate of Title relating to the Property:

- 1.1 the Chargor is the legal and beneficial owner of the Property for the estate set out in relation to each part of the Property in Schedule 1 (*Details of Property*);
- 1.2 the Property is free from Security or third party rights of any kind whatever save any Security or rights which constitute a Permitted Security or which are comprised in a Permitted Transaction;
- 1.3 the Property is free from any tenancies or licences to occupy which would have an Adverse Property Effect;
- 1.4 nothing has arisen or been created or is subsisting which would be an overriding interest over the Property which would have an Adverse Property Effect;
- 1.5 there is no dispute regarding boundaries, easements, covenants or other matters relating to any part of the Property or its use which it believes, or has reasonable grounds to believe, is likely to be adversely determined and which, if so, would have an Adverse Property Effect;
- 1.6 all material covenants (whether affecting the freehold or leasehold titles to the Property) have been properly performed and observed and it has received no notice of any outstanding breach of any material covenant as regards the Property;
- 1.7 all Authorisations required or desirable for the continued use of the Property for its present purpose have been obtained and have not been (and it is not aware of any circumstance having arisen whereby they might be) withdrawn;
- 1.8 there is no covenant, restriction, burden, stipulation or outgoing (other than usual business outgoings) affecting the Property which is of an onerous or unusual nature (either generally or in the context of the present use of the Property) or which conflicts with its present use;
- 1.9 there subsists no material breach of any Planning Acts or other law, regulation or covenant which would have an Adverse Property Effect; it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in the Property which would have an Adverse Property Effect, nor has any acknowledgement been given to any person in respect of any such claim or interest;
- 1.10 each part of the Property is served by drainage, water and electricity services, all of which are connected to the mains by media located on, in or under that part of the Property or by media elsewhere, in respect of the use of which the Chargor and those deriving title under it to that part of the Property have a permanent legal easement free from onerous or unusual conditions (either generally or in the context of the present or intended use of such part of the Property);

- 1.11 the passage and provision of the services referred to in paragraph 1.10 of this Part of Schedule 2 is uninterrupted and it knows of no imminent or likely material interruption of such passage or provision, in each case where failure to be so connected or to have such an easement would have an Adverse Property Effect;
- 1.12 the means of access to and egress from each part of the Property is either direct to roads which have been adopted by the local authority and which are maintainable at public expense or to other roads in respect of the use of which the Chargor and those deriving title under it to such part of the Property have a permanent legal easement free from onerous or unusual conditions (either generally or in the context of the present or intended use by the Chargor of such roads), and such other roads connect directly to roads which have been adopted by the local authority and are maintainable at public expense; and
- 1.13 no facilities necessary for the enjoyment and use of the Property and/or the carrying on of its business at the Property (including, without limitation, access to and egress from the Property) are enjoyed on terms entitling any person to terminate or curtail its or their use (in the absence of breach by the Chargor of any such terms) or on terms which conflict with or materially restrict its present use.

2. ENVIRONMENTAL LAWS

In addition to the warranty at Clause 21.16 (*Environmental Laws*) of the Facilities Agreement, it represents and warrants that in relation to the Secured Assets:

- 2.1 it complies with all Environmental Laws, has obtained, maintained and ensured compliance with all requisite Environmental Permits; and
- 2.2 It is not aware (having made due and careful enquiry) of any matters which it would be required to inform the Security Trustee under paragraph 10.2 of Part 2 of this Schedule 2.

Part 3

Property undertakings

1. NO CHANGES TO THE PROPERTY

It will not, without the prior written consent of the Security Trustee (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;
- 1.2 demolish all or any part of the Property;
- 1.3 destroy or remove from the Property any other of the Secured Assets, except in the ordinary course of its business as currently carried on, 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 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; nor
- 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),

if, in any case, such action would have an Adverse Property Effect.
- 1.9 It will not without the consent of the Security Trustee enter into any transaction relating to Real Property unless it would be a Permitted Disposal or a Permitted Acquisition under the terms of and in compliance in all respects with the provisions of the Facilities Agreement.

2. COMPLY WITH COVENANTS

In addition to its obligations under paragraph 11 (*Relevant Leases*) of this Part of Schedule 2, it will observe and perform all other 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 AND LEGISLATION

It will observe and comply with the terms of all Authorisations relating to the Property and will not do or allow or omit to be done any act, matter or thing

which might cause any provisions of, or regulations made under, the Planning Acts or any other legislation having application to the Property to be infringed if, in that case, such a act, matter or thing would have an Adverse Property Effect.

4. REPAIR

If, following any inspection of the Property by the Security Trustee or any of its professional advisors, the Security Trustee reasonably considers that the Property is suffering any defect or want of repair and failure to remedy which would have an Adverse Property Effect, the Security Trustee may serve a notice specifying the relevant defect or want of repair, and the Chargor shall without delay promptly remedy such defect or want of repair.

5. DISPOSALS OF FIXTURES

It will not, otherwise than in the ordinary course of maintenance or replacement, sever or dispose of any Fixtures which are now, or which at any time after the date of this Deed may be, affixed to the Property if, in that case, such a replacement, severance or disposal would have an Adverse Property Effect.

6. GRANTED LEASES

6.1 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 Security Trustee has been obtained) unless this would be a Permitted Disposal pursuant to the Facilities Agreement and on the terms thereby permitted.

6.2 In respect of any Granted Lease, it will:

6.2.1 unless this would be a Permitted Disposal pursuant to the Facilities Agreement 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 Security Trustee;

6.2.2 unless this would be a Permitted Disposal pursuant to the Facilities Agreement not agree to any reduction in, nor capitalisation of, the rent payable under such Granted Lease, nor agree any rent review, nor grant any approval or consent, without in any such case having first obtained the written consent of the Security Trustee;

6.2.3 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; and

6.2.4 give prompt notice in writing to the Security Trustee if any tenant under any Granted Lease (not being a lease granted pursuant to a Permitted Disposal) withholds any rent or other monies falling due, or exercises, or purports or threatens to exercise, any right of set-off.

7. ACQUISITIONS

It will in relation to any transaction which is a Permitted Acquisition pursuant to the Facilities Agreement comply with the provisions of the Facilities Agreement in relation thereto and will in addition (a) before contracting or otherwise committing itself to purchase any freehold or leasehold estate in Real Property supply the Security Trustee with such details of the proposed purchase as the Security Trustee may from time to time request and (b) upon completion of its acquisition of any freehold or leasehold estate in Real Property.

8. INSURANCE

Save in respect of any leasehold property which is insured by the relevant landlord pursuant to an obligation arising under a Relevant Lease, it will insure and keep insured the Property with a reputable independent United Kingdom insurance company or United Kingdom underwriter previously approved by the Security Trustee in writing:

- 8.1 in the name of the Chargor with a provision noting the interest of the Security Trustee as mortgagee;
- 8.2 against loss or damage by fire, explosion, storm, flood, lightning, earthquake, impact, aircraft and articles dropped from aircraft, riot, civil commotion, malicious damage, bursting or over-flowing pipes or tanks, oil leakage, subsidence, landslip and heave, public liability and liability under the Defective Premise Act 1972, terrorism where this is available on reasonable commercial terms on the insurance market from time to time, (and in the time of war, against war risks under any statutory or other insurance scheme which may be applicable to the Property) and such other risks and contingencies as the Security Trustee from time to time reasonably requires;
- 8.3 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;
- 8.4 provided it is available in the insurance market, upon terms to include a clause acceptable to the Security Trustee which provides that no breach of any of the terms of the relevant policies of insurance by the Chargor or any tenant of any part of the Property will, as regards the Security Trustee, invalidate such policies;
- 8.5 provided it is available in the insurance market, upon terms that the relevant insurance company or underwriters confirm in favour of the Security Trustee that the insurance cover will not be altered or cancelled without prior reference to the Security Trustee; and
- 8.6 otherwise in such form and upon such terms as the Security Trustee agrees (such agreement not to be unreasonably withheld or delayed) acting reasonably).

9. 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 or (if an Event of Default has arisen which is continuing) as the Security Trustee otherwise directs.

10. ENVIRONMENTAL MATTERS

In addition to any applicable warranty relating to Environmental Matters contained in the Facilities Agreement, it undertakes that it will:

- 10.1 materially comply with all Environmental Laws and, in so far as it is required to, obtain, maintain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with and to prevent liability under all Environmental Laws; and
- 10.2 promptly upon becoming aware of the same, inform the Security Trustee in writing of the following matters of which the Security Trustee is not aware at the date of this Deed in respect of any of the Secured Assets:
 - 10.2.1 an Environmental Claim being started or threatened;
 - 10.2.2 any Environmental Claim having been started or being threatened against the Chargor which relates (directly or indirectly) to the Property;
 - 10.2.3 any suspension, revocation or material variation of any Environmental Permit (save where such suspension or revocation arises solely by reason of, and is immediately followed by, the issue of an Environmental Permit in substantially the same terms);
 - 10.2.4 any material investment required to maintain, acquire or renew any Environmental Permit or to comply with any Environmental Laws; or
 - 10.2.5 the presence, storage or use of any Hazardous Materials at the Property which constitutes a breach of Environmental Law,
 - 10.2.6 where, in each case, the relevant event or circumstance has or would have an Adverse Property Effect.

11. RELEVANT LEASES

In respect of each Relevant Lease, it will:

- 11.1 on the due date, pay all rents, fees or other payments on its part to be paid which are reserved by or otherwise covenanted to be paid under it;
- 11.2 perform and observe all covenants, agreements, stipulations and conditions on its part to be performed or observed and which are contained in it;
- 11.3 unless this constitutes a Permitted Disposal pursuant to the Facilities Agreement, or the lease in question was a Permitted Disposal or a Permitted Acquisition within limb (f) of the definition of Permitted Acquisition not, without first obtaining the written consent of the Security Trustee, alter or vary, or agree to alter or vary, its terms or allow it to be forfeited, nor surrender, cancel or dispose of it;
- 11.4 not do or suffer to be done any act or thing whereby it may become liable to forfeiture or otherwise be determined prior to the expiration of its term;
- 11.5 use all reasonable endeavours to procure the observance and performance by the relevant landlord of the covenants, stipulations and conditions to be performed on the part of such landlord; and

- 11.6 give immediate notice to the Security Trustee if it receives any notice under section 146 of the LPA or any proceedings are commenced against it for the forfeiture of any Relevant Lease.

12. **DIRECTIONS**

Within seven days after receipt by it of any Direction served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of the Property, which is reasonably likely to have an Adverse Property Effect, it will:

- 12.1 give full particulars of the Direction to the Security Trustee and, if so requested by the Security Trustee, produce the Direction or a copy of it to the Security Trustee;
- 12.2 notify the Security Trustee from time to time of the steps taken or proposed to be taken by it to comply with the terms of the Direction;
- 12.3 without delay (unless otherwise directed by the Security Trustee, acting reasonably), take all reasonable or necessary steps to comply with the Direction;
- 12.4 at the request of the Security Trustee (but at the cost of the Chargor), make or join with the Security Trustee in making such objections or representations against or in respect of any proposal contained in the Direction as the Security Trustee deems expedient in order to protect the Security Trustee's security interest in the Property; and
- 12.5 apply any compensation received as a result of the implementation of the Direction in the reduction of the Secured Obligations or (at the option of the Security Trustee) deposit the same with the Security Trustee upon such terms as to set-off, assignment and/or charge or otherwise as the Security Trustee requires.

13. **BUSINESS AUTHORISATIONS**

If, at any time during the Security Period, the Chargor (or any officer or employee of the Chargor) holds any licence, registration certificate, consent or other Authorisation necessary to carry out any operation or business upon the Property as carried on from time to time, the Chargor agrees with the Security Trustee:

- 13.1 to procure that there shall be obtained, renewed and maintained the proper licence, registration certificate, consent or other Authorisation and, if requested by the Security Trustee, to produce such licence, certificate or other Authorisation to the Security Trustee;
- 13.2 not to do or omit or allow to be done anything which may prejudice the continued existence or renewal of such licence, certificate or other Authorisation;
- 13.3 as soon as it becomes aware of anything which affects or which is likely to affect the continued existence of such licence, certificate or other Authorisation or result in the conditions to such licence or certificate being varied, to advise the Security Trustee in writing;
- 13.4 so far as it is usual within the relevant trade to do so, to insure, and to keep such licence, certificate or Authorisation insured, against loss, termination or

non-renewal and the provisions of paragraph 8 (*Insurance*) of this Part of Schedule 2 apply to such insurance as if they were repeated here; and

- 13.5 at any time after the Security created by this Deed has become enforceable, it will upon the request of any Enforcement Party do anything or sign any documents which such Enforcement Party may require to assist in the transfer of such licence, certificate or other Authorisation to any other person.

SCHEDULE 3

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 Secured Parties 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 Security Trustee;
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 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 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;
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 4

Notice to Insurer

(For attachment by way of endorsement to the Insurances)

To: [name and address of insurer]

Dated: [date]

Dear Sirs,

Re: The policies of insurance referred to in the Schedule below (the "Policies")

We, [Chargor] (the "**Chargor**"), give you notice that, by a legal charge dated [date] (the "**Legal Charge**") and made by ourselves in favour of Lloyds Bank Plc (the "**Security Trustee**") (as trustee for itself and certain other parties), we have charged by way of fixed charge and assigned to the Security Trustee, as first priority chargee and assignee] all of the Policies as are capable of being charged and/or assigned by law.

The assets charged and assigned include all our right, title and interest in and to the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of our ownership of the Policies and all interest on any of the secured money).

We irrevocably and unconditionally authorise and request you:

22. to note the Security Trustee's interest as first chargee, assignee and sole loss payee of the proceeds of such Policies; and
23. to give the acknowledgement, undertakings and agreements required by the Security Trustee and to act on the instructions of the Security Trustee without any further reference to or authorisation from us.

Please sign the enclosed copy of this notice and deliver it to the Security Trustee at [Lloyds Bank Plc, 1st Floor, 150 Fountainbridge, Edinburgh, EH3 9PE and marked for the attention of [TBC]] (with a further copy to us).

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

Yours faithfully,

For and on behalf of [Chargor]:

By:

THE SCHEDULE

The Policies*

***To be completed by the Chargor and approved by the Security Trustee and to include all relevant policies with the named insurer**

Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy#
---------------	-----------------------------	----------------------------	-------------------------------------	---------------------------

1. [number]
2. [number]
3. [number]
4. [number]
5. [number]

#Not required if policies are annually renewable
Dated [date]

[to be included on copy notice]

To: Lloyds Bank Plc as trustee for the Secured Parties (as referred to in the Legal Charge)
1st Floor,
150 Fountainbridge,
Edinburgh,
EH3 9PE

Marked for the attention of

Copy to:[name and address of Chargor]

We [name of insurer] acknowledge receipt of the above notice. We:

24. agree to note your interest as first *charge* and *assignee* and sole loss payee of the proceeds of such Policies;
25. undertake to disclose to you, promptly following request, without any reference to or further authority from the Chargor, such information relating to the Policies as you may at any time reasonably request;
26. confirm that we have not received notice of any previous assignment or charge by the Chargor of or over any of its rights, title, interests or benefits referred to in the notice;
27. agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies; and

28. agree promptly to notify you of any request made, or notification given, by the Chargor to us, to cancel the Policies, or to allow the Policies to lapse.

Terms defined in the notice apply to this endorsement, which is governed by English law together with any non-contractual obligations arising out of or in connection with it.

Signed:

for and on behalf of [*name of Insurer*]

Dated: [*date*]

EXECUTION

The Chargor

Executed as a deed by **BLAKEMORE
PROPERTY LIMITED,**
acting by a director

Communications to be delivered to:

Address:

Fax number:

Attention:

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

The Security Trustee

Executed as a deed by _____)
as attorney for **LLOYDS BANK PLC,**)
in the presence of: _____)

_____ as attorney for **Lloyds Bank Plc**

Witness signature: _____

Witness Name: _____

Witness Address: _____

Witness Occupation: _____

Communications to be delivered to:

Address:
Loan Transaction Support
10 Gresham Street
London
EC2V 7AE
Fax number: 020 7158 3198

Attention: Andrew Moore