



Registration of a Charge

Company Name: **CHINAR LIMITED**

Company Number: **02534309**



Received for filing in Electronic Format on the: **07/10/2021**

XAEN44MJ

Details of Charge

Date of creation: **24/09/2021**

Charge code: **0253 4309 0006**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **97 DEVONPORT, SOUTHWICK STREET, PADDINGTON (TITLE NUMBER NGL715409), 111 DEVONPORT, SOUTHWICK STREET, W2 2QH (TITLE NUMBER NGL627694), 371 THE WATER GARDENS, NORFOLK CRESCENT, W2 2DJ (TITLE NUMBER NGL638178) AND 34 CONISTON COURT, KENDAL STREET, W2 2AN (TITLE NUMBER NGL748376).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

DWF LAW LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2534309

Charge code: 0253 4309 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2021 and created by CHINAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2021 .

Given at Companies House, Cardiff on 8th October 2021

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



Companies House



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

SIGNATURE VERSION

SECURITY AGREEMENT

DATED 24 September 2021

THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (AS ORIGINAL CHARGORS)

and

LLOYDS BANK PLC (AS SECURITY AGENT)



I certify that this is a true copy of the original

DWF Law LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AQ

Name

Date 1/10/2021

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THIS DEED is dated

24 September 2021

and is made

BETWEEN:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (each an **Original Chargor** and together, the **Original Chargors**); and
- (2) **LLOYDS BANK PLC** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) The Original Chargors enter into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Accession Deed means a deed of accession substantially in the form set out in schedule 2 (*Form of Accession Deed*) or such other form as the Security Agent may require.

Additional Chargor means any person which accedes to this Deed pursuant to an Accession Deed.

Borrower means Lansk International Limited (company number 02549850) whose registered office is at Mercer & Hole, 21 Lombard Street, London EC3V 9AH.

Charged Account means each of the bank accounts listed in Part 2 of Schedule 3 (*Charged Accounts*), each account referred to in the definition of "Account" in the Facility Agreement and each other bank account to be opened under the terms of the Facility Agreement.

Chargor means each Original Chargor and each Additional Chargor.

Facility Agreement means the Facility Agreement dated the date of this Deed and entered into between the Borrower (as borrower), the other Original Chargors (as guarantors), the Arranger, the Original Hedge Counterparties, the Agent and the Security Agent.

Insurances means, in respect of any Chargor, each of the contracts or policies of insurance brief particulars of which are set out in Part 3 of Schedule 3 (*Insurances*) along with any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

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Intellectual Property means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

Investments means:

- (a) all shares in any member of the Group (other than itself) owned by any Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by any Chargor or held by any nominee or trustee on its behalf.

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

Relevant Contract means each of the contracts brief particulars of which are set out in Part 4 of Schedule 3 (*Relevant Contracts*) along with:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;
- (c) an agreement relating to the purchase of a Property by any Chargor; or
- (d) any other document designated as such by the Security Agent and the Borrower,

together with each other agreement supplementing or amending or novating or replacing the same.

Security Asset means any asset of any Chargor which is, or is expressed to be, subject to any Security created by this Deed or any Accession Deed.

Secured Liabilities 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 Transaction Obligor to any Secured Party under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

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- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (iii) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (iv) the term **this Security** means any Security created by this Deed.
- (d) Any covenant of any Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or

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administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Conflict

If there is any inconsistency or conflict between any term of this Deed and any term of the Facility Agreement, the terms of the Facility Agreement shall, to the extent permitted by law and regulation, prevail.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargors;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 of Schedule 3; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

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(b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of each Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor:

- (a) mortgages by way of a first legal mortgage all the shares described in Part 5 of Schedule 3 (*Investments*); and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

2.5 Intellectual Property

Each Chargor charges by way of a first fixed charge its interest in all its Intellectual Property.

2.6 Credit balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Charged Account other than the General Account, any amount standing to the credit of any Charged Account other than the General Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge and assigns absolutely all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.7 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above.

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2.8 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Insurances.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its rights under any Insurances.

2.9 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.10 Other contracts

- (a) Each Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (D) under each Relevant Contract; and
 - (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.11 Miscellaneous

Each Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

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2.12 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to any Chargor convert the floating charge created by this Clause 2.12 (*Floating charge*) into a fixed charge as regards any of that Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.12 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (f) The floating charge created by this Clause 2.12 (*Floating charge*) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, each Chargor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, each Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

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4. LAND

4.1 Notices to tenants

Each Chargor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:
 - (i) on the date of this Deed for all tenants in place on that date; and
 - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Occupational Tenants*).

4.2 Acquisitions

If any Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require; and
- (c)
 - (i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
 - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated { } in favour of { } referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

Each Chargor must immediately:

- (a) deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the **Title Documents**);

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- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Security Agent; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Security Agent for that purpose.

5. INVESTMENTS

5.1 Deposit

Each Chargor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- (a) Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If any Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. Such Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 5.2 (*Calls*).

5.3 Other obligations in respect of Investments

- (a) Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

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5.4 Voting rights

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of a Chargor's Investments will be exercised:
 - (A) by that Chargor; or
 - (B) if exercisable by the Security Agent, in any manner which that Chargor may direct the Security Agent in writing; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargors (or any of them).
- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the Chargors and without any further consent or authority on the part of the Chargors) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. ACCOUNTS

6.1 General

In this Clause 6 **Account Bank** means a person with whom an Account is maintained under the Facility Agreement.

6.2 Book debts and receipts

- (a) Each Chargor must get in and realise its:
 - (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and
 - (ii) book and other debts and other moneys due and owing to it.in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent.
- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

Each Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Account Bank*), on each Account Bank; and

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- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Account Bank*).

7. HEDGING

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Hedging Agreement; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Hedge Counterparty*).

8. INSURANCES

Each Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 7 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (*Forms of Letter for Insurers*).

9. OTHER CONTRACTS

Each Chargor must, at the request of the Security Agent:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 8 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.10 (*Other contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 8 (*Forms of Letter for Other Contracts*).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

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11. ENFORCEMENT OF SECURITY

11.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors.
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

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11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it.

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

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12.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

12.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of the Chargors (or any of them) in any manner he/she thinks fit.

SIGNATURE VERSION

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargors (or any of them).

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

13.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

SIGNATURE VERSION

13.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation.

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 14:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

15. EXPENSES AND INDEMNITY

Each Chargor must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

SIGNATURE VERSION

- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

16. DELEGATION

16.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

16.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17. FURTHER ASSURANCES

- (a) Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargors under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18:

SIGNATURE VERSION

19. MISCELLANEOUS

19.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

19.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

19.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable;

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19.5 Notice to Chargors

This Deed constitutes notice in writing to the Chargors of any charge or assignment of a debt owed by the Chargors to any Transaction Obligor and contained in any other Security Document.

19.6 Accession

The Chargors (other than the Borrower) each appoint the Borrower as their agent to execute any Accession Deed for and on their behalf.

20. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets of the Chargors from this Security.

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21. GOVERNING LAW

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

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

SIGNATURE VERSION**SCHEDULE 1****ORIGINAL CHARGORS**

Name of Original Chargor	Registration number (or equivalent, if any)	Registered office address
Lansk International Limited	02549850	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH
Aksira Limited	02836670	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH
Chinar Limited	02534309	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH
Lanard Properties Limited	02836382	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH
Lansk Holdings Limited	02923819	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH
Sur Limited	02812709	Mercer & Hole, 21 Lombard Street, London, United Kingdom, EC3V 9AH

SIGNATURE VERSION

SCHEDULE 2

FORM OF ACCESSION DEED

This Deed is made on

[DATE]

Between:

- (1) [] (company number: []) whose registered office is at [] (the "Additional Chargor");
- (2) **LANSK INTERNATIONAL LIMITED** (company number 02549850) whose registered office is at Mercer & Hole, 21 Lombard Street, London EC3V 9AH (the "Borrower"); and
- (3) **LLOYDS BANK PLC** (the **Security Agent**) as security trustee for the Secured Parties

and is supplemental to a debenture granted by the Borrower and the other Chargors referred to therein in favour of the Security Agent on [DATE] (as amended, supplemented, replaced or novated from time to time) (the "**Debenture**").

This Deed witnesses as follows:

Definitions and interpretation

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Deed and clause 1.2 (*Construction*) of the Debenture shall apply to this Deed.

2. Confirmation

The Additional Chargor confirms it has read and understood the content of the Debenture.

Accession:

With effect from the date of this Deed, the Additional Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Creation of Security

4.1. General

- (a) The Additional Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

- (b) All the security created under this Deed:

- (ii) is created in favour of the Security Agent;

- (ii) is created over present and future assets of the Additional Chargor;

- (iii) is security for the payment of all the Secured Liabilities; and

- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.2 Land

- (a) The Additional Charge or charges:

SIGNATURE VERSION

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule [1] (
- (ii)
- (iii) Real Property); and
- (iv) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 4.2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

4.3 Investments

The Additional Chargor:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

4.4 Intellectual Property

Each Chargor charges by way of a first fixed charge its interest in all its Intellectual Property.

4.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 4.2 (Land), the Additional Chargor charges by way of a first fixed charge all plant and machinery owned by the Additional Chargor and its interest in any plant or machinery in its possession.

4.6 Credit balances

- (a) The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any Charged Account other than the General Account, any amount standing to the credit of any Charged Account other than the General Account and the debt represented by it.
- (b) The Additional Chargor charges by way of a first fixed charge and assigns absolutely all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.
- (c) The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in paragraphs 2.6(a) and 2.6(b) above, any amount standing to the credit of any such account and the debt represented by it.

4.7 Book debts etc.

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The Additional Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to 2.7(c) above.

4.8. Insurances

- (a) The Additional Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Insurances.
- (b) To the extent that they have not been effectively assigned under paragraph 2.8(a) above, the Additional Chargor charges by way of a first fixed charge all of its rights under any Insurances.

4.9. Hedging

The Additional Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

4.10. Other contracts

- (a) The Additional Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (D) under each Relevant Contract; and
 - (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause [4].
- (b) To the extent that they have not been effectively assigned under paragraph 2.10(a)(i) above, the Additional Chargor charges by way of a first fixed charge all of its rights listed under paragraph 2.10(a)(i) above.

4.11. Miscellaneous

The Additional Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

SIGNATURE VERSION

- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph 2.11(b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs 2.11(a) to 2.11(d) above.

4.12 Floating charge

- (a) The Additional Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause [4].
- (b) Except as provided below, the Security Agent may by notice to the Additional Chargor convert the floating charge created by this Clause [4.11] (Floating charge) into a fixed charge as regards any of the Additional Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph 2.12(d) above, the floating charge created by this Clause [4.11] (Floating charge) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium.

under Part A1 of the Insolvency Act 1986.

- (d) Paragraph 2.12(c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause [4.11] (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Additional Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (f) The floating charge created by this Clause [4.11] (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5. Construction

Save as specifically varied in respect of the Additional Chargor only, the Debenture shall continue and remain in full force and effect and this Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Deed.

6. Governing Law

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

In witness this Deed is executed on the date appearing at the head of page 1.

SIGNATURE VERSION

REAL PROPERTY

SCHEDULE []

[EXECUTION AS A DEED]

SIGNATURE VERSION

SCHEDULE 3

PART 1

REAL PROPERTY

Tenure	Premises	Administrative Area	Registered at HM Land Registry under Title No	Registered proprietor
Aksira Limited (company number 02836670)				
Leasehold	Flat 353, The Colonnades, 34 Porchester Square, London (W2 6AU)	City of Westminster	NGL922155	Aksira Limited
Leasehold	Flat 336, The Colonnades, 34 Porchester Square, London (W2 6AU)	City of Westminster	NGL922156	Aksira Limited
Chinar Limited (company number 02534309)				
Leasehold	97 Devonport, Southwick Street, Paddington	City of Westminster	NGL715409	Chinar Limited
Leasehold	111 Devonport, Southwick Street (W2 2QH)	City of Westminster	NGL627694	Chinar Limited
Leasehold	371 The Water Gardens, Norfolk Crescent, (W2 2DJ)	City of Westminster	NGL638178	Chinar Limited
Leasehold	34 Coniston Court, Kendal Street, (W2 2AN)	City of Westminster	NGL748376	Chinar Limited
Lanard Properties Limited (company number 02836382)				
Freehold	19 Littleton Road (HA1 3SY)	Brent	MX228442	Lanard Properties Limited
Freehold	14 Mulgrave Road, Wembley	Brent	MX61584	Lanard Properties Limited
Freehold	52 Porchester Terrace, London (W2 3TP)	City of Westminster	NGL584421	Lanard Properties Limited

SIGNATURE VERSION

Tenure	Premises	Administrative Area	Registered at HM Land Registry under Title No	Registered proprietor
Freehold	51 Marsworth Avenue, Pinner (HA5 4TS)	Harrow	NGL709221	Lanard Properties Limited
Leasehold	345 The Water Gardens, Norfolk Crescent, (W2 2DH)	City of Westminster	NGL629111	Lanard Properties Limited
Leasehold	7 Greville Hall, Greville Place	City of Westminster	NGL649695	Lanard Properties Limited
Leasehold	8 Westchester House, Seymour Street, (W2 2JG)	City of Westminster	NGL693620	Lanard Properties Limited
Leasehold	373 The Water Gardens, Norfolk Crescent (W2 2DJ)	City of Westminster	NGL712508	Lanard Properties Limited
Leasehold	109 Devonport, Southwick Street (W2 2QH)	City of Westminster	NGL714762	Lanard Properties Limited
Leasehold	46 Devonport, Southwick Street (W2 2QF)	City of Westminster	NGL735802	Lanard Properties Limited
Leasehold	70 Devonport, Southwick Street (W2 2QH)	City of Westminster	NGL735803	Lanard Properties Limited
Leasehold	Flat 332, The Colonnades, 34 Porchester Square, London (W2 6AU)	City of Westminster	NGL922153	Lanard Properties Limited
Leasehold	Flat 339, The Colonnades, 34 Porchester Square, London (W2 6AU)	City of Westminster	NGL924473	Lanard Properties Limited
Lansk Holdings Limited (company number 02923819)				
Freehold	Manor Lodge, Shilton, Burford (OX18 4AS)	Oxfordshire West Oxfordshire	ON109949	Lansk Holdings Limited
Leasehold	Part of 59 Cadogan Square	Kensington and Chelsea	NGL355517	Lansk Holdings Limited

SIGNATURE VERSION

Tenure	Premises	Administrative Area	Registered at HM Land Registry under Title No	Registered proprietor
Leasehold	126 Devonport, Southwick Street (W2 2QH)	City of Westminster	NGL715344	Lansk Holdings Limited
Leasehold	36 Caroline House, Bayswater Road	City of Westminster	NGL721838	Lansk Holdings Limited
Leasehold	Flat 7, 25 Hyde Park Gardens, London (W2 2LZ)	City of Westminster	NGL910500	Lansk Holdings Limited
Leasehold	Flat 100, Devonport, 23 Southwick Street, London (W2 2QH)	City of Westminster	NGL951298	Lansk Holdings Limited
Lansk International Limited (company number 02549850)				
Freehold	16 Princedale Road, London (W11 4NJ)	Kensington and Chelsea	BGL12384	Lansk International Limited
Freehold	Leysbourne Cottage, Leysbourne, Chipping Campden (GL55 6AD)	Gloucestershire: Cotswold	GR207932	Lansk International Limited
Freehold	2, The Coach House, Northwick Park, Blockley, Moreton-In-Marsh (GL56 9RJ)	Gloucestershire: Cotswold	GR215043	Lansk International Limited
Freehold	2 Lower Folley, Paxford, Chipping Campden (GL55 6XF)	Gloucestershire: Cotswold	GR92888	Lansk International Limited
Freehold	20 Bark Place, London (W2 4AR)	City of Westminster	LN77910	Lansk International Limited
Freehold	15 Amery Road, Harrow (HA1 3UH)	Brent	MX81055	Lansk International Limited
Freehold	Woodruff Cottage, The Hill, Shilton, Burford (OX18 4AG)	Oxfordshire: West Oxfordshire	ON128246	Lansk International Limited

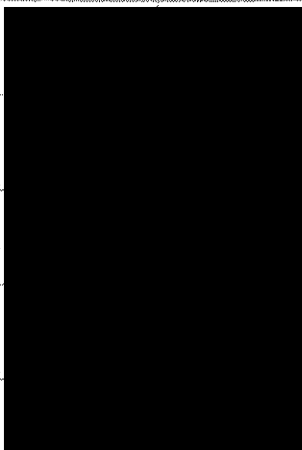
SIGNATURE VERSION

Tenure	Premises	Administrative Area	Registered at HM Land Registry under Title No	Registered proprietor
Freehold	6 Witney Street, Burford (OX18 4SN)	Oxfordshire West Oxfordshire	ON192575	Lansk International Limited
Freehold	4 Kings Head Mews, Chipping Norton (OX7 5LR)	Oxfordshire West Oxfordshire	ON219346	Lansk International Limited
Freehold	Land adjoining 4 Kings Head Mews, Chipping Norton	Oxfordshire West Oxfordshire	ON220535	Lansk International Limited
Leasehold	1 William Emes Garden, Northwick Park, Blockley, Moreton-In-Marsh and garage (GL56 9RL)	Gloucestershire Cotswold	GR170221	Lansk International Limited
Leasehold	19 Pooles Lane, London (SW10 0RH)	Kensington and Chelsea	NGL450119	Lansk International Limited
Leasehold	Flat 30, The Terraces, 12 Queens Terrace, London and storeroom 29 and garage bay 30 (NW8 6DF)	City of Westminster	NGL451266	Lansk International Limited
Leasehold	Flat 8, Tennyson House, 1a Westbourne Grove Terrace, London (W2 5SD)	City of Westminster	NGL455782	Lansk International Limited
Leasehold	6 Devonport, Southwick Street, (W2 2QF)	City of Westminster	NGL625853	Lansk International Limited
Leasehold	Flat 12, 8-11 Cleveland Square, London (W2 6DH)	City of Westminster	NGL650086	Lansk International Limited
Leasehold	96 Princess Court, Queensway, London (W2 4RE)	City of Westminster	BB9428	Lansk International Limited
Leasehold	90 Devonport, Southwick Street, Paddington	City of Westminster	NGL698154	Lansk International Limited


SIGNATURE VERSION

Tenure	Premises	Administrative Area	Registered at HM Land Registry under Title No	Registered proprietor
Leasehold	93 Devonport, Southwick Street, Paddington (W2 2QH)	City of Westminster	NGL698155	Lansk International Limited
Leasehold	5 Princes Gate Court, London (SW7 2QJ)	City of Westminster	NGL878678	Lansk International Limited
Leasehold	Flat 320, The Colonnades, 34 Porchester Square, London (W2 6AU)	City of Westminster	NGL962119	Lansk International Limited
Leasehold	Flat 279, The Colonnades, 34 Porchester Square, London (W2 6AT)	City of Westminster	NGL973155	Lansk International Limited
Sur Limited (company number 02812709)				
Freehold	39 Southgate Drive, Kettering (NN15 7AQ)	Northamptonshire, Kettering	NN303	Sur Limited
Leasehold	305 The Water Gardens, Norfolk Crescent (W2 2DQ)	City of Westminster	NGL630394	Sur Limited
Leasehold	Flat 33, Southacre, Hyde Park Crescent, London (W2 2QB)	City of Westminster	NGL902650	Sur Limited
Leasehold	Flat 55, Hanover Gate Mansions, Park Road, London (NW1 4SN)	City of Westminster	NGL905460	Sur Limited
Leasehold	368 The Water Gardens, Norfolk Crescent (W2 2DJ)	City of Westminster	NGL710672	Sur Limited
Leasehold	Flat 323 The Colonnades, 34 Porchester Square, London W2 6AU	City of Westminster	NGL922152	Sur Limited

SIGNATURE VERSION**PART 2****CHARGED ACCOUNTS**

Name	Currency	Account number	Sort code	Account Bank and branch at which account is held
Lansk International Limited - General	Sterling			Lloyds Bank plc, City Office, Gillingham, Kent ME8 0LS
LBG re Lansk International Limited - Rent	Sterling			Lloyds Bank plc, City Office, Gillingham, Kent ME8 0LS
LBG re Lansk International Limited - Deposit	Sterling			Lloyds Bank plc, City Office, Gillingham, Kent ME8 0LS
LBG re Lansk International Limited - Disposal	Sterling			Lloyds Bank plc, City Office, Gillingham, Kent ME8 0LS
LBG re Lansk International Limited - Cure	Sterling			Lloyds Bank plc, City Office, Gillingham, Kent ME8 0LS

PART 3**INSURANCES**

Policy Owner	Insurance Company	Period	Policy Number	Assets Covered
Lansk International Limited & others	Aviva Insurance plc	21.06.2021 - 20.06.2022		The Properties identified in Part 1 of Schedule 3 as Freehold

PART 4**RELEVANT CONTRACTS**

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SIGNATURE VERSION

PART 5

INVESTMENTS

Chargor	Associated Property	Shares Held	Name and CRN of company which shares are held in
Lanard Properties Limited (company number 2836382)	52 Porchester Terrace	1 ordinary share	Mightynorth Limited (company number 01889814)
Lansk Holdings Limited (company number 2923819)	Flat 7, 25 Hyde Park Gardens, London W2 2LZ	1 ordinary A share 6312 ordinary B shares	Blendercrown Limited (company number 03948161)
	1st Floor Flat West, 59 Cadogan Square, London SW1X 0HZ	485 ordinary A shares 23 ordinary B shares	Grandeden Property Management Limited (company number 04297833)
Lansk International Limited (company number 02549850)	2 The Coach House GL56 9RJ	1 ordinary share	Northwick Park Limited (company number 02032784)
	8 Tennyson House, 1a Westbourne Grove Terrace, London W2 5SD	10 (ten) ordinary shares	Tennyson House Management Company Limited (company number 01603930)
	Flat 5 Princes Gate Court, Exhibition Road, London SW7 2QJ	1 ordinary share	Princes Gate Court Residents Limited (company number 04095968)
	1 William Emes Garden	1 ordinary share	Northwick Park Limited (company number 02032784)
	19 Pooles Lane SW10 0RH	1 ordinary share	Pooles Lane Freehold Limited (company number 10757293)
Sur Limited (company number 2812709)	Flat 33 Southacre, Hyde Park Crescent, London W2 2QB	1 ordinary share	Southacre Freehold Company Limited (company number 04944546)
	Flat 55 Hanover Gate Mansions, Park Road, London NW1 4SN	1 ordinary share	Hanover Gate Mansions Limited company number 4782197

SIGNATURE VERSION

SCHEDULE 4

FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

We refer to the lease dated [] and made between [] and [] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to Lloyds Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account [with the Security Agent] at [], Account No. [], Sort Code [] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

SIGNATURE VERSION

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

(Authorised Signatory)

[Charger]

SIGNATURE VERSION

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Lloyds Bank plc (as Security Agent)

Attention: []

[Date]

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

For
[Occupational tenant]

SIGNATURE VERSION

SCHEDULE 5

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Lloyds Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the **Accounts**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent; and
- (d) in respect of any Account other than our account with [] (account number []; sort code []) (the **General Account**), pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from any Account other than the General Account without the prior written consent of the Security Agent.

In respect of the General Account, we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

SIGNATURE VERSION

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Charger]

SIGNATURE VERSION

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Lloyds Bank plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the **Accounts**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will not permit any amount to be withdrawn from any Account other than the General Account (as defined in the Notice) without your prior written consent; and
- (e) will comply with any notice we may receive from the Security Agent in respect of the General Account.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

(Authorised signatory)
[Account Bank]

SIGNATURE VERSION

SCHEDULE 6

FORMS OF LETTER FOR HEDGE COUNTERPARTY

PART 1

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargers (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to Lloyds Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under any hedging agreements between you and us (the **Hedging Agreements**).

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Hedging Agreements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account with [the Security Agent] at [], account number [], sort code [].

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] with a copy to us.

Yours faithfully,

(Authorised signatory)
[Chargor]

SIGNATURE VERSION

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: Lloyds Bank plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account with you at [], Sort Code [], Account No. []; and
- (d) must accept your instructions in relation to the Chargor's rights under the Hedging Agreements.

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

Yours faithfully,

(Authorised signatory)
[Hedge Counterparty]]

SIGNATURE VERSION

SCHEDULE 7

FORMS OF LETTER FOR INSURERS

PART 1

NOTICE TO INSURER

To: [Insurer]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to Lloyds Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

SIGNATURE VERSION

Yours faithfully,

(Authorised signatory)

[Chargor]

SIGNATURE VERSION

PART 2

ACKNOWLEDGEMENT OF INSURER

To: Lloyds Bank plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

(Authorised signatory)
[Insurer]

SIGNATURE VERSION

SCHEDULE 8

FORMS OF LETTER FOR OTHER CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: Lloyds Bank plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,] [charged by way of a first fixed charge] to Lloyds Bank plc (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- (c) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (d) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

SIGNATURE VERSION

Yours faithfully,

(Authorised signatory)
[Chargor]

SIGNATURE VERSION

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Lloyds Bank plc (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between Lansk International Limited,
the other Original Chargors (as defined therein)
and Lloyds Bank plc as security agent (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the **Contract**).

We confirm that we:

- (c) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (d) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

(Authorised signatory)

[Contract counterparty]

SIGNATURE VERSION

SIGNATORIES

The Originalchargors

EXECUTED as a **DEED** by **LANSK
INTERNATIONAL LIMITED** acting by

K.K. Miles a
director, in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by **LANSK
HOLDINGS LIMITED** acting by

K.K. Miles a
director, in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNATURE VERSION

EXECUTED as a **DEED** by **AKSIRA LIMITED** acting by

K. R. M. K., a
director, in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

EXECUTED as a **DEED** by **CHINAR LIMITED** acting by

K. R. M. K., a
director, in the presence of:

DIRECTOR

WITNESS

Signature:

Name:

Address:

Occupation:

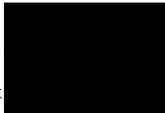
SIGNATURE VERSION

EXECUTED as a **DEED** by **LANARD
PROPERTIES LIMITED** acting by

K. K. Miller a
director, in the presence of:


DIRECTOR

WITNESS

Signature: 

Name: *Matthew Hobbs*

Address: 


Occupation:

EXECUTED as a **DEED** by **SUR
LIMITED** acting by

K. K. Miller a
director, in the presence of:


DIRECTOR

WITNESS

Signature: 

Name: *Matthew Hobbs*

Address: 

Occupation:

SIGNATURE VERSION

THE SECURITY AGENT

LLOYDS BANK PLC

By:

Address: