



Registration of a Charge

Company Name: **ILCHESTER TRUSTEE COMPANY LIMITED**

Company Number: **04477554**



Received for filing in Electronic Format on the: **16/01/2023**

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Details of Charge

Date of creation: **06/01/2023**

Charge code: **0447 7554 0015**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 150/151 FLEET STREET, LONDON, EC4A 2DQ WITH TITLE NUMBER NGL788746 AND THE REST OF THE PROPERTY REFERRED TO IN SCHEDULE 4 OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

DAC BEACHCROFT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4477554

Charge code: 0447 7554 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2023 and created by ILCHESTER TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2023 .

Given at Companies House, Cardiff on 17th January 2023

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**

DAC BEACHCROFT

Execution Version

Dated 6 January 2023 ~~2022~~

(1) THE TRUSTEES OF ILCHESTER ESTATES (2) TRUST (AS FIRST CHARGOR)

(2) THE COMPANIES LISTED IN SCHEDULE 1

- and -

(3) SANTANDER UK PLC

Security Agreement

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EXECUTION VERSION_SECURITY AGREEMENT(148408976.1)

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THIS DEED is made the 6 day of January 2023

BETWEEN:

- (1) THE HONOURABLE MRS CHARLOTTE ANNE TOWNSHEND DL, JAMES REGINALD TOWNSHEND and ILCHESTER TRUSTEE COMPANY LIMITED only in their capacity as trustees of ILCHESTER ESTATES (2) TRUST (the "First Chargor").
- (2) THE COMPANIES listed in Schedule 1.
- (3) SANTANDER UK PLC a company incorporated in England and Wales with company number 02294747 (the "Lender").

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following words and phrases have the specified meanings.

- | | |
|-------------------------------------|--|
| "Applicable Representations" | means those representations and warranties set out in clause 18 (Representations) of the Facility Agreement; |
| "Applicable Undertakings" | means those undertakings set out in clause 21 (General Undertakings) and 22 (Property Undertakings) of the Facility 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; |
| "Authorisation" | means an authorisation, consent, approval, resolution, licence exemption, filing, notarisation or registration; |
| "Bank Balances" | means the Specified Bank Balances and all monies (including interest) from time to time standing to the credit of any other cash cover or suspense account established pursuant to any of the Finance Documents and all indebtedness represented by any such accounts; |
| "Business Day" | means a day, other than a Saturday or a Sunday, on which banks are open for general business in London or, for the purpose of Clause 17 (Communications), in the principal financial centre in the jurisdiction in which the relevant communication is delivered; |
| "Charged Contracts" | means: <ol style="list-style-type: none">a) those contracts (if any) brief particulars of which are set out in Schedule 3 (Charged Contracts) in respect of such Chargor;b) any Hedging Agreement; andc) any other document to which a Chargor is a party, which is designated as a Transaction Document (other than a Finance Document, a Trust Document, |

the Nomination Agreement or a Headlease) in accordance with the Facility Agreement,

and where the context shall so require or permit any of such contracts or agreements and the expression "Charged Contract" shall also mean any one of such contracts or agreements;

"Chargor"	means the First Chargor and each Other Chargor;
"Delegate"	means any delegate, agent, attorney or trustee appointed by the Lender;
"Derivative Payment"	means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset;
"Discharge Date"	means the date with effect, from which the Lender confirms to the First Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled;
"Enforcement Party"	means any of the Lender, a Receiver or a Delegate;
"Event of Default"	means the occurrence of any of the events or circumstances defined in the Facility Agreement as an "Event of Default";
"Facility Agreement"	means the facility agreement made on or about the date hereof between the First Chargor and the Lender as lender as the same may be varied, amended, modified, supplemented or replaced;
"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;
"Insolvency Act"	means the Insolvency Act 1986;
"Insurance Proceeds"	<p>means the proceeds of any claim received by any Chargor under the Insurances, after deduction of</p> <p>(a) any reasonable expenses incurred in relation to the relevant claim and payable by such Chargor to any person which is not a Transaction Obligor; and</p> <p>(b) amounts paid to meet third party claims,</p> <p>together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of any Chargor's ownership of any insurances and all such Chargor's interest in any of the foregoing;</p>
"Insurances"	means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of any Chargor relating to or in connection with a Property;
"LPA"	means the law of Property Act 1925;

"Other Chargor"	means each company named in Schedule 1;
"Party"	means a party to this Deed;
"Property"	means the Real Property identified in Schedule 4 (Details of Property) and references to "Property" also includes a reference to each separate part or parts of such Real Property;
"Real Property"	means: <ul style="list-style-type: none"> a) any freehold, leasehold or immovable property wherever situated; and b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property;
"Receiver"	means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers, judicial manager, trustee in bankruptcy or similar person appointed by the Lender pursuant to this Deed in respect of any Chargor or in respect of the Secured Assets of any Chargor;
"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 Transaction Obligor to Santander UK plc (as Lender and hedge counterparty under a Hedging Agreement and in any other capacity), whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities;
"Security"	means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
"Security Period"	means the period beginning on the date of this Deed and ending on the Discharge Date;
"Specified Bank Balances"	means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (Bank Accounts), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account;
"Supplemental Legal Mortgage"	means a mortgage entered into by the First Chargor and, if applicable, each Other Chargor in favour of the Lender substantially in the form set out in Schedule 8 (Form of

Supplemental Legal Mortgage) in respect of any Property to be charged by a Chargor in favour of the Lender after the date of this Deed; and

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

1.2 Definitions contained in Facility Agreement

1.2.1 Unless a contrary indication appears each term used in this Deed which is defined in the Facility Agreement shall have the same meaning as in the Facility Agreement.

1.2.2 This is the Security Agreement as defined in the Facility Agreement,

1.3 Construction

In this Deed:

1.3.1 unless a contrary indication appears, a reference to:

- (a) **"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;
- (b) **"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;
- (c) **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (d) **"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);
- (e) **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- (f) **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales; and
- (g) the **"Lender"** or any **"Chargor"** or **"Party"**, 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 remedied or 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 **Supplemental Legal Mortgage**
 - 1.4.1 Clauses 1.1 (Expressly Defined Terms), 1.3 (Construction), 4 (Further Assurance), 10 (Enforcement of Security), 14 (Power of Attorney), 15 (Application, Variation and Extension of Statutory Provisions), 20 (Governing Law) and 21 (Jurisdiction) of this Deed are incorporated into any Supplemental Legal Mortgage as if expressly incorporated into that Supplemental Legal Mortgage, as if references in those clauses to this Deed were references to that Supplemental Legal Mortgage and as if all references in those clauses to Secured Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Lender by or pursuant to that Supplemental Legal Mortgage.
 - 1.4.2 It is agreed that each Supplemental Legal Mortgage is supplemental to this Deed.
- 1.5 **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 1.5 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.
- 1.6 **Incorporation of other terms**

The terms of the other Finance Documents under which the Secured Obligations arise and of any side letters between any Chargor and the Lender 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.
- 2. **COVENANT TO PAY**

Subject to Clause 18 (Trustee's Liability and Limited Recourse), each Chargor, as primary obligor and not merely as surety, covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment specified in the Finance Documents and in the manner provided in the Finance Documents.
- 3. **SECURITY**
 - 3.1 **Fixed Charges**

Each Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Lender the following assets;

- 3.1.1 **First legal mortgage on specified Property** – by way of first legal mortgage, all its Property;
- 3.1.2 **First fixed charges in respect of other Property:**
 - (a) In the case of the First Chargor – by way of first fixed charge, (i) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1), (ii) any other rights, title or interest of the First Chargor in Property, wherever situated, and (iii) all Associated Rights in relation to its Property;
 - (b) In the case of each Other Chargor – by way of first fixed charge (i) all the Property from time to time owned by it, (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1), (ii) any other rights, title or interest of each Other Chargor in Property, wherever situated, and (iii) all Associated Rights in relation to the Property;
- 3.1.3 **First fixed charges in respect of Rental Income** – to the extent that such Rental Income is incapable for any reason of being effectively assigned pursuant to Clause 3.2.2 but is capable of being effectively charged, by way of first fixed charge any Rental Income and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of any Property and the right to make demand for and receive the same;
- 3.1.4 **First fixed charges in respect of Insurances** – to the extent that the insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.4 but are capable of being effectively charged, by way of first fixed charge:
 - (a) in the case of the First Chargor, the Insurances owned by or written in favour of First Chargor and all Insurance Proceeds either now or in the future held by or payable to the First Chargor or in which the First Chargor otherwise has an interest (to the extent of such interest);
 - (b) in the case of the Other Chargors, the Insurances owned by or written in favour of such Other Chargor and all Insurance Proceeds either now or in the future held by or payable to such Other Chargor or in which such Other Chargor otherwise has an interest (to the extent of such interest);
- 3.1.5 **First fixed charge on Specified Bank Balances** – by way of first fixed charge, all of the Specified Bank Balances;
- 3.1.6 **First fixed charge on other Bank Balances** – by way of first fixed charge, all of the Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3.1.5);
- 3.1.7 **First fixed charge in respect of Authorisations** – to the extent that any Authorisations and Derivative Payments purportedly assigned by Clauses 3.2.1 or 3.2.5 respectively are incapable for any reason of being effectively assigned pursuant to those Clauses but are capable of being effectively charged, by way of first fixed charge:
 - (a) the benefit of all Authorisations held or utilised by such Chargor in connection with the use of a Property; and
 - (b) the right to recover and receive all Derivative Payments which may at any time become payable to such Chargor in respect of such Authorisations;

- 3.1.8 **First fixed charge on contracts** – to the extent that they do not fall within any other provision of this Clause 3.1 (Fixed Charges) and are not effectively assigned under Clause 3.2.3, by way of first fixed charge all of its rights under each Charged Contract;
- 3.1.9 **First fixed charge on other Associated Rights** – by way of first fixed charge, the benefit of all Associated Rights relating to any of the Properties, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed;
- 3.1.10 **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 such Chargor's stock-in-trade or work-in-progress.

3.2 Assignments by way of security

As further continuing security for the payment, discharge and performance of the Secured Obligations, each Chargor assigns absolutely to the Lender all (if any) its right, title and interest in and to the following assets:

- 3.2.1 **Authorisations** – all Authorisations held or utilised by such Chargor in connection with the use of a Property and the benefit of any Derivative Payment in respect of such Authorisations;
- 3.2.2 **Rental Income** – any Rental Income and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all of part of any Property and the right to make demand for and receive the same;
- 3.2.3 **Charged Contracts** – the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 3.2.4 **Insurances and Insurance Proceeds** – the Insurances and the benefit of all Insurance Proceeds of such Chargor; and
- 3.2.5 **Associated Rights and Derivative Payments** – any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.1 (Fixed charges) of this Deed or valid assignment pursuant to Clauses 3.2.1 to 3.2.4 (inclusive) and which relate to any of the Secured Assets of such Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed.

3.3 Notice of Charge or Assignment

- 3.3.1 Each Chargor shall give notice of each charge or assignment of all (if any) its right, title and interest in and to:
 - (a) the Insurances and Insurance Proceeds, by sending a notice in the form of Part 1 of Schedule 5 (Notices) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Insurances promptly following the date of this Deed or, if applicable, the date of such Insurances and Insurance Proceeds;
 - (b) the Charged Contracts (other than any Lease Document) by sending a notice in the form of Part 2 of Schedule 5 (Notices) (with such amendments as the

Lender may agree and/or require) duly completed to each of the other parties to the Charged Contracts promptly following the date of this Deed or, if applicable, the date of such Charged Contract; and

- (c) the Lease Documents, by sending a notice in the form of Part 2 of Schedule 5 (Notices) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Lease Documents promptly following a request by the Lender made any time after an Event of Default has occurred and is continuing.

- 3.3.2 Each Chargor shall use reasonable endeavours to procure that, within 14 days of the date it is required under Clause 3.3.1 to give notice to the relevant other party, each such other party delivers an acknowledgement to the Lender in the form of the acknowledgement of notice endorsed on a copy of the relevant notice as set out in Part 1 or Part 2 of Schedule 5 (Notices).

3.4 Exercise of Rights under Charged Contracts

- 3.4.1 Whilst no Event of Default exists and is continuing, the Lender shall permit the relevant Chargor to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.
- 3.4.2 Where an Event of Default exists and is continuing, the relevant Chargor shall, if requested by the Lender, exercise its rights under the Charged Contracts only in accordance with the instructions of the Lender.

3.5 Continuing Security

The provisions of this Deed will apply at all times (a) regardless of the date 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.

3.6 Miscellaneous

- 3.6.1 All the Security created by this Deed by any Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 3.6.2 All the Security created by this Deed by any Chargor is created over present and future assets of each Chargor.
- 3.6.3 Clauses 3.1.2 to 3.1.9 inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such.

4. FURTHER ASSURANCE

Each Chargor shall:

- 4.1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed; and/or (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; and

- 4.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

5.1 Negative pledge

During the Security Period, no Chargor shall:

- 5.1.1 create, extend or permit to subsist any Security over any of the Secured Assets; nor

5.1.2

- (a) sell, transfer or otherwise dispose of any of its Secured Assets on terms that they are or may be leased to or re-acquired by any Chargor or by any of its related entities;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this Clause 5.1, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

5.2 Exceptions

Clause 5.1 (Negative pledge) does not apply to (a) the Security created or required to be created pursuant to this Deed, nor (b) any Security or Quasi-Security permitted under the terms of the Facility Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The First Chargor represents and warrants to the Lender on the date of this Deed in the terms of the Applicable Representations, in each case as if expressly set out in this Deed.

- 6.2 Each Other Chargor represents and warrants to the Lender on the date of this Deed as follows:

- 6.2.1 **Status** – It is a corporation, duly incorporated and validly existing under the laws of England.

- 6.2.2 **Binding obligations** – The obligations to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

- 6.2.3 **Non-conflict with other obligations** – The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security under this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or

- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

6.2.4 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed.

6.2.5 Validity and Admissibility in Evidence

- (a) Subject to the Legal Reservations, all Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party; and
 - (ii) to make the Transaction Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,have been obtained or effected and are in full force and effect except any Authorisation referred to in Clause 6.2.8(a) (No filing or stamp taxes), which Authorisation(s) will be promptly obtained or effected after the first Utilisation Date; and
- (b) all Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

6.2.6 Governing Law and Enforcement

- (a) The choice of the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- (b) Any judgment obtained in relation to this Deed in the jurisdiction of the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.

6.2.7 Taxes

- (a) It has duly and punctually paid all Taxes applicable to, or imposed on or in relation to its business, its assets or otherwise and it is not materially overdue in the filing of any tax returns.
- (b) No claims or investigations are being, or are reasonably likely to be, made or conducted against it in respect of Taxes.
- (c) It is resident for Tax purposes in the United Kingdom and it does not have a branch, agency, permanent representative or permanent establishment in any other jurisdiction.

6.2.8 No filing or stamp taxes

- (a) Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar

Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except:

- (i) registration of particulars of this Deed at the Companies Registration Office under the Companies Act 2006 and payment of associated fees; and
- (ii) registration of this Deed at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees;

which registrations, filings, taxes and fees will be made and paid promptly after the date of this Deed.

6.3 Each Chargor represents and warrants to the Lender on the date of this Deed as follows:

6.3.1 **No Event of Default** – No Event of Default has occurred or is continuing or might reasonably be expected to result from the execution of this Deed or from effect being given to its provisions and no person who holds any Security over any of the Secured Assets has enforced or given notice of its intention to enforce such Security.

6.3.2 **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 other Security.

6.4 Repeated representations

Each of the Repeating Representations and each of the further representations and warranties set out in this Clause 6 shall be deemed to be repeated by reference to the facts and circumstances then existing on each date during the Security Period on which the Repeating Representations are deemed to be repeated under Clause 18.23 of the Facility Agreement.

7. UNDERTAKINGS

7.1 Throughout the Security Period, the First Chargor undertakes to the Lender in the terms of the Applicable Undertakings as if expressly set out in this Deed.

7.2 Throughout the Security Period, each Other Chargor undertakes to the Lender in the terms of Clauses 21.1 (Authorisations), 21.1 (Compliance with Laws) and 22 (Property Undertakings) of the Facility Agreement as if expressly set out in this Deed and as if each reference to the Borrower therein is a reference to such Other Chargor.

7.3 Each Chargor also undertakes to the Lender as follows:

7.3.1 **Disposals** – Neither Other Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Asset unless such disposal is permitted under the Facility Agreement.

7.3.2 **Rental Income** – Neither Other Chargor collects any Rental Income in respect of a Property.

7.3.3 **Perform** – It will at all times comply with the terms (express or implied) of this Deed and of all other Finance Documents.

7.3.4 **Not Jeopardise Security** – it will not (and will procure that no nominee will) do or omit to do anything, or allow anything to be done or omitted, the result of which may be in any way to materially depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security created by this Deed or the priority of its ranking as expressed in this Deed.

- 7.3.5 **Maintenance** – It will keep each Property in which it has an interest and such other Secured Assets which are material to its business 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 Lender.
- 7.3.6 **Observe covenants** – It will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any Secured Asset in which it has an interest or the way in which it uses or benefits from such Secured Assets.
- 7.3.7 **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 if the effect of such infringement has or is reasonably likely to 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 by 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.
- 7.3.8 **Effect registrations** – It will effect all registrations, make all filings or applications and pay all Taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets in which it has an interest and such Chargor's right to make full use and enjoy the full benefit of the Secured Assets.
- 7.3.9 **Proceedings** – At its own cost and expense, it will use its best endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets in which it has an interest, their state or condition or continued use or value so as to preserve in all material respects the value to the Lender of such Secured Assets.
- 7.3.10 **Chattels** – Upon the occurrence of an Event of Default, which is continuing, if so requested by the Lender, it will place and maintain on each chattel of substantial value (as reasonably determined by the Lender) and which is expressed to be subject to a fixed charge under this Deed, in a conspicuous place, an identification marking in the following terms and not conceal, alter or remove such marking or permit it to be concealed, altered or removed.

"Notice of Charge – This [*specify the chattel*] and additions and ancillary equipment are subject to a first fixed charge in favour of Santander UK plc".

7.3.11 Land Registry

- (a) In relation to all present and future registered Property registered in its name (and any unregistered Property held by it and which is subject to compulsory first registration at the date of this Deed), it will apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property a restriction in the following terms:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this Deed] in favour of Santander UK plc referred to in the charges register, or its conveyancer"*
- and, where applicable, notice of an obligation to make further advances.
- (b) It 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 Lender), and pay all fees, costs and expenses incurred in connection with the applications.

- (c) The Lender, in its absolute discretion, may make any of the applications referred to in this Clause 7.3.11 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.

- 7.3.12 **Charged Contracts** – It will perform in all material respects all of its obligations under the Charged Contracts (if any) in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, in accordance with the terms of the Facility Agreement or otherwise with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts.
- 7.3.13 **Access** – It will (at the risk and cost of the First Chargor) permit the Lender and its professional advisers, agents and contractors and, where required by the Lender, 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) (a) to the premises, assets, books, accounts and records of each Chargor and (b) to meet and discuss matters with such senior employees as the Lender may reasonably require, and will provide and will procure that any occupiers of such premises and such employees provide all reasonable assistance to the Lender and such other persons in connection with the access obligations imposed by this Clause 7.3.13.
- 7.3.14 **Deposit of documents** – It will promptly at the Lender's request deposit with the Lender (or as the Lender 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 Lender to enforce the Security created by this Deed, (b) all policies of insurance 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 Lender may from time to time reasonably require.
- 7.3.15 **Retention of documents** – The Lender may retain any document delivered to it pursuant to Clause 7.3.14 (Deposit of documents) or otherwise until the Discharge Date and if, for any reason, the Lender ceases to hold any such document before such time, it may, by notice to such Chargor, require that the relevant document be redelivered to it and such Chargor shall immediately comply (or procure compliance) with such notice.
- 7.3.16 **Power to remedy** – If a Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 7.3.3 (Perform) to 7.3.15 (Retention of documents) inclusive, it will allow (and irrevocably authorises) the Lender and/or such persons as the Lender nominates to take on behalf of such 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.
- 7.3.17 **Indemnity** – The First Chargor will indemnify the Lender and will keep the Lender indemnified against all costs, Taxes, losses and liabilities incurred by the Lender as a result of any default by any 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 Lender of its rights contained in Clause 7.3.16 (Power to remedy). All sums the subject of the indemnity will be payable by such Chargor on demand.

8. ACCOUNT NOTICES

The First Chargor covenants with the Lender that it shall forthwith upon opening a Rent Account, Deposit Account or Disposals Account deliver to the person with whom such account is maintained a notice substantially in the form set out in Part 1 of Schedule 6 or, in the case of the General Account, Part 2 of Schedule 6 and use reasonable endeavours to procure that such person delivers to the Lender a written acknowledgement substantially in the form set out in Schedule 6.

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 Lender and any Receiver will become exercisable on the date of this Deed, but, as between the Lender and each Chargor, the power of the Lender 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 such Chargor to the Lender 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 Lender's power of sale has become exercisable in accordance with Clause 9 (Enforceability), the Lender 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 Lender may remove any person from appointment as Receiver and may appoint another person as Receiver. The Lender may also appoint an additional Receiver.
- 10.2 The Receiver will, so far as the law permits, be the agent of each Chargor and each such 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 Lender 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 relevant Chargor.
- 10.3 The remuneration of the Receiver may be fixed by the Lender but will be payable by the First 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 First 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 Lender 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 7 (Receiver's Specific Powers).
- 10.6 The Lender or any Receiver may, if the Lender's power of sale has become exercisable as against the Chargors, 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 Lender or the Receiver obtains possession of the Property, the Lender or the Receiver may use and remove, store or sell any chattels on the Property, forming part of the Secured Assets, without being under any liability to any Chargor other than to account for their net proceeds of the sale, all costs, losses and liabilities incurred by the Lender or the Receiver in

connection with the removal, storage and safe 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 Lender or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Lender may, at any time after this Deed has become enforceable as against the Chargors 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 any Chargor or otherwise and whether or not a Receiver has been appointed.
- 10.10 The Lender 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 Lender 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 any Chargor.
- 11.2 **No set-off by Chargors** – No Chargor shall exercise any right of set-off or counterclaim which it might have in respect of any payment due to the Lender under this Deed.
- 11.3 **Lender's rights of set-off** – The Lender may, at any time after this Deed has become enforceable, and without notice (a) combine or consolidate all or any of a Chargor's then existing accounts with, and liabilities to, the Lender, (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 Lender to any such 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 Lender may convert either amount (or both) at any reasonable time and at any reasonable rate. The Lender shall notify such Chargor in writing that any such transaction has taken place.
- 11.4 **Suspense Account** – The Lender 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 Lender may determine pending its application towards discharging the Secured Obligations.
- 11.5 **New account** – If the Lender 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 Lender 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 (Lender's rights of set-off), if at any time any Chargor has made a deposit with the Lender on terms that it will be repaid on a specified date (a "Time Deposit") then:
- 11.6.1 If the Lender 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
- 11.6.2 If an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due before such specified date, the Lender may renew such Time Deposit for such further maturity as the Lender in its absolute discretion determines.

- 11.7 **Calculations** – The Lender's calculation of any amount payable by any 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:
- 11.8.1 the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- 11.8.2 any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, Taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable legislation, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations;
- 11.8.3 the remaining Secured Obligations, in accordance with the provisions of the Finance Documents; and
- 11.8.4 the claims of those persons entitled to any surplus.
- 11.9 **Current of payment** – No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which the obligation or liability was incurred, To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability expressed in that currency, the Lender shall have a further separate cause of action against any Chargor and shall be entitled to enforce the Security created by this Deed to recover the amount of the shortfall.
- 11.10 **Currency conversion** – All money received or held by the Lender or any Receiver under this Deed may be converted into the currency in which the Secured Obligations were incurred at the Lender's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.
12. **PROTECTION OF THIS 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 Lender 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 Lender or any Receiver.
13. **PROTECTION OF BANK**
- 13.1 **Lender's receipts** – The Lender shall not be obliged to account to any 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 Lender, 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 any Chargor for any expense, loss, liability or damage incurred by such 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 No Chargor may 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 Lender or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Lender or the Receiver to account as mortgagee in possession, and if at any time the Lender 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 First Chargor agrees with the Lender to indemnify the Lender and any Receiver or Delegate on demand against any costs, Taxes, losses, liabilities or damage incurred by any of them 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 Each Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) severally to be the attorney of such 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 Lender, the Receiver or the relevant nominee, in the name of relevant Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by such Chargor under this Deed and to execute and deliver (using such Chargor's seal where appropriate) any document or do any act or thing which such 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 Lender or the Receiver under, or otherwise for the purposes of, this Deed.

14.3 Each Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney exercising 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 a Chargor only if, in any case, the relevant covenant imposes upon such 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 Lender 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 Lender 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 Lender 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 Lender 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 any Chargor in relation to the Secured Assets or any part of them. The restrictions on the powers of the Lender 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 Lender may decide when and how to apply any payments and distributions received for its own account under this Deed, and also, as between the Lender and any 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 any Chargor (or otherwise) without, in any case, any Chargor having the right to control or restrict the Lender's exercise of this discretion.
- 16.4 No provision of this Deed will interfere with the Lender'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 Each Chargor authorises the holder of any prior or subsequent Security to provide to the Lender, and the Lender to receive from such holder, details of the state of account between such holder and such Chargor.
- 16.6 No Chargor shall assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Lender.
- 16.7 The Lender may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed to any person to whom it is permitted to assign or novate its rights and/or obligations under the Facility Agreement.
- 16.8 The Lender may disclose any information about any Chargor, the Secured Assets and/or this Deed to any bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets 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 and any such New Lender 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 any 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 Lender 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 relevant 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 Lender; and accordingly (but without limiting the Lender's other rights under this Deed) the Lender shall be entitled to recover from such Chargor the value of such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

- 16.10 If the Lender, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16.9, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.
- 16.11 To the extent that any 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 such Chargor or its assets such immunity (whether or not claimed), it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.
- 16.12 The Lender agrees to perform its 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.
- 16.13 On the Discharge Date (but subject to Clauses 16.9 and 16.10) the Lender shall at the request and cost of the First 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 each Chargor under Clause 2 (Covenant to Pay) are unconditional and neither the provisions of this Deed nor the obligations of a 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) a 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.
- 16.15 Each Chargor (other than the First Chargor) by its execution of this Deed irrevocably appoints the First Chargor to act on its behalf as its agent in relation to any Transaction Security Document and irrevocably authorises:
- 16.15.1 the First Chargor on behalf of such Chargor to supply to the Lender all information concerning such Chargor contemplated by this Deed and to complete and give all notices, requests and instructions, to execute on its behalf any Transaction Security Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by such Chargor, notwithstanding that they may affect such Chargor, without (in any case) further reference to or the consent of such Chargor; and
- 16.15.2 the Lender to give or make to the First Chargor (and not to such Chargor) any notice, demand or other communication concerning such Chargor pursuant to the Transaction Security Documents;

and in each case such Chargor shall be bound as though such Chargor itself had given the information, notices, requests and instructions or executed or made such Transaction Security Documents or such agreements, or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- 16.16 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the First Chargor or given to the First Chargor under or in connection with any Transaction Security Document on behalf of another Chargor (whether or not known to any other Chargor and whether occurring before or after such other Chargor became a Chargor under this Deed) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the First Chargor and any other Chargor, those of the First Chargor shall prevail.

17. COMMUNICATIONS

17.1 In writing

17.1.1 Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person or by post.

17.1.2 Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

17.2 Contact details

The address (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:

17.2.1 in the case of each of the First Chargor and the Lender those given for it in the signature pages of the Facility Agreement;

17.2.2 in the case of any other Chargor, that identified with its name below; and

17.2.3 in the case of each Receiver and each Delegate, those notified in writing to the Lender (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Lender on its behalf) as soon as practicable after its appointment,

or any substitute address, or department or officer as the relevant person may notify to the Lender (or as the Lender may notify to the other Parties, if a change is made by the Lender) by not less than 5 Business Days' notice.

17.3 Effectiveness

17.3.1 Except as provided below, any communication in connection with this Deed will be deemed to be given as follows;

- (a) if delivered in person, at the time of delivery; and
- (b) if posted, 5 Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope.

17.3.2 A communication given under clause 17.3.1 but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.

17.3.3 Any communication to the Lender will only be effective on actual receipt by the Lender.

17.4 Language

Any notice or other document given or provided in connection with this Deed must be in English.

18. TRUSTEE'S LIABILITY AND LIMITED RECOURSE

18.1 The Lender agrees that:

18.1.1 the obligations and liabilities of the Trustees under the Finance Documents are undertaken and incurred as trustees of the Trust only and are not personal; and

18.1.2 the obligations and liabilities of the Trustees under the Finance Documents shall be recoverable by the Lender as against the Trustees only from, and to the extent of the value of, the assets of the Trust and sums received or recovered by the Lender as a consequence of the realisation of the Security over any property, assets or revenues the subject of the Security Documents to which the Trustees are a party or from any proceeds of the same,

PROVIDED THAT paragraphs 18.1.1 and 18.1.2 shall not apply to limit the liability of any Trustee in respect of any fraudulent or dishonest act or omission undertaken by that Trustee (but for the avoidance of doubt, the fact that paragraphs 18.1.1 and 18.1.2 do not apply to one Trustee will not affect their application to any other Trustee).

18.2 The provisions of Clause 18.1 shall only limit the personal liability of the Trustees for the discharge of the indebtedness outstanding under the Finance Documents to which they are a party and shall not (a) reduce the amount or discharge such obligations themselves or limit or in any way restrict the accrual of interest (including, without limitation, default interest) on any amount, (b) derogate from or otherwise limit the rights of recovery, realisation or application by the Lender of any amount from any person other than the Trustees under or pursuant to any of the Finance Documents or with respect to anything assigned, charged, pledged or secured to the Lender under or pursuant to any of the Security Documents or (c) have the consequence that any event or circumstance which would constitute a Default is not a Default.

18.3 In respect of the Other Chargors, the Lender agrees that its right of enforcement in respect of the Secured Obligations against each Other Chargor shall be limited to the Secured Assets of that Other Chargor, and the liability of each Other Chargor to pay, discharge and perform the Secured Obligations under this deed and any other obligations under this Deed, including pursuant to Clause 2 (Covenant to Pay) shall be limited to the proceeds of enforcement against the Secured Assets.

19. THIS DEED

19.1 Each Chargor has entered into this Deed in consideration of the Lender agreeing to provide (or to continue to provide) a finance facility to the First Chargor on the terms agreed in the Finance Documents.

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

19.3 This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

19.4 If there is any conflict between the provisions of this Deed and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

19.5 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

19.6 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part),

- 19.7 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 Lender may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.
- 19.8 Each 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 Lender.
- 19.9 This Deed and every counterpart is the property of the Lender.
20. **GOVERNING LAW**
- This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
21. **JURISDICTION**
- 21.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 21.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 21.3 This Clause 21 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed is made and delivered as a deed on the date given on page 1.

SCHEDULE 1

The Chargors other than the First Chargor

Jove Properties (1) Limited



Place of Incorporation : England and Wales
Registered Office : 7 Addison Road, London W14 8DJ
Registered Number : 04682209

Jove Properties (2) Limited

Place of Incorporation : England and Wales
Registered Office : The Estate Office, Melbury Sampford,
Dorchester, Dorset, United Kingdom DT2
OLF
Registered Number : 05511520

SCHEDULE 2

Bank Accounts

	Name or designation of Bank Account	Number and Sort Code of Bank Account	Name of Bank and branch at which account is held
1.	Deposit Account		
2.	Disposals Account		
3.	General Account		

SCHEDULE 3

Charged Contracts

	Brief Description of Charged Contract	Date of Charged Contract	Parties to Charged Contract include addresses for service of notices of those parties who are not parties to this Deed
N/A			

SCHEDULE 4

Details of Property

The Commercial Property Portfolio Properties

Legal Owners	Property Description	Freehold / Leasehold	Title Number
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	150/151 Fleet Street, London EC4A 2DQ	Freehold	NGL788746
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	1, 2, 3 & 3A Bolt Court, 5 Hind Court, 11 Gough Square, and 2-3 Hind Court	Freehold	NGL762549 NGL237689
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	11 to 21 (odd numbers) and 21A Exmouth Market, 3 and 5 Spafeld Street and 46 to 54 (even numbers) Rosebery Avenue, London (also known as Gensurco House)	Freehold	NGL106694
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	4 Well Court and 40 to 42, 42a and 43 Bow Lane, 68 and 69 Watling Street and the upper floors of 70 and 71 Watling Street, London, EC4	Freehold	NGL800581
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Land on the East side of Pheasant Street, Worcester (also known as Units A, B and C Lowesmoor Place, WR1 2PB) Worcester,	Freehold	HW40606

Legal Owners	Property Description	Freehold / Leasehold	Title Number
	WR1 2PB		
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Yeoman's Way Industrial Estate, Bournemouth BJ8 0BJ	Leasehold	DT313956
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	19 St John's Road, Battersea, London SW11 1QN	Freehold	SGL298682
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	214 Westbourne Grove, London W11	Freehold	BGL6272
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Cotes Park Lane, Somercotes, Alfreton, Derbyshire, DE55 4PL	Leasehold	DY390770
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	133 and 133a Notting Hill Gate, Kensington, London W11 3LB	Freehold	365321

The London Residential and Commercial Property Portfolio Properties

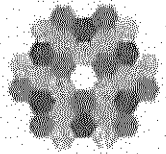
Legal Owners	Property Description	Freehold / Leasehold	Title Number
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	6 Abbotsbury Close, Holland Park, London W14 8EG	Freehold	BGL46039
Jove Properties (1) Limited & Jove Properties (2) Limited	Flat 3, 64 Addison Road, Holland Park, London W14 8JL	Leasehold	BGL2275
Jove Properties (1) Limited & Jove Properties (2) Limited	Flat 6, 64 Addison Road, Holland Park, London W14 8JL	Leasehold	BGL7446
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Flat 2, 82 Addison Road, Holland Park, London W14 8ED	Leasehold	BGL51921
Jove Properties (1) Limited &	Flat 5, 86 Addison Road,	Leasehold	NGL520308

Legal Owners	Property Description	Freehold / Leasehold	Title Number
Jove Properties (2) Limited	Holland Park, London W14 8ED		
Jove Properties (1) Limited & Jove Properties (2) Limited	Flat 6, 86 Addison Road, Holland Park, London W14 8ED	Leasehold	NGL614895
Jove Properties (1) Limited & Jove Properties (2) Limited	Flat 7, 86 Addison Road, Holland Park, London W14 8ED	Leasehold	NGL520307
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Flat 2, 8 Holland Park Road, London W14 8LZ	Leasehold	BGL31851
Jove Properties (1) Limited & Jove Properties (2) Limited	4 Melbury Road, London W14 8LP (Ground Floor Flat (Flat 1), First Floor Flat (Flat 2) and Basement Second and Third Floor Flat (Flat 3))	Freehold	NGL572051 (part only, as shown edged red on Plan 1 attached to this Schedule)
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	58 Woodsford Square, London W14 8DS	Leasehold	NGL206039
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	Flat H, 14 Holland Park Road, London W14 8LZ and Garage 10	Leasehold	BGL13941
Jove Properties (1) Limited & Jove Properties (2) Limited	7 Addison Road, Holland Park Road, London W14 8LZ	Freehold	BGL19489 (part only, as shown edged red on Plan 2 attached to this Schedule)
The Honourable Mrs Charlotte Anne Townshend DL and James Reginald Townshend and Ilchester Trustee Company Limited (Company Registration Number 4477554)	1 to 12 (inclusive) and 14 to 30 (inclusive) Kenbrook House 284 to 296 (even), 282 and 282A Kensington High Street, 1, 3, 5 and 31 St Mary Abbots Terrace and 1 to 6 Park Lodge, 32 Melbury Road, London (known as Kenbrook House and Park Lodge)	Leasehold	LN202087 NGL 80132

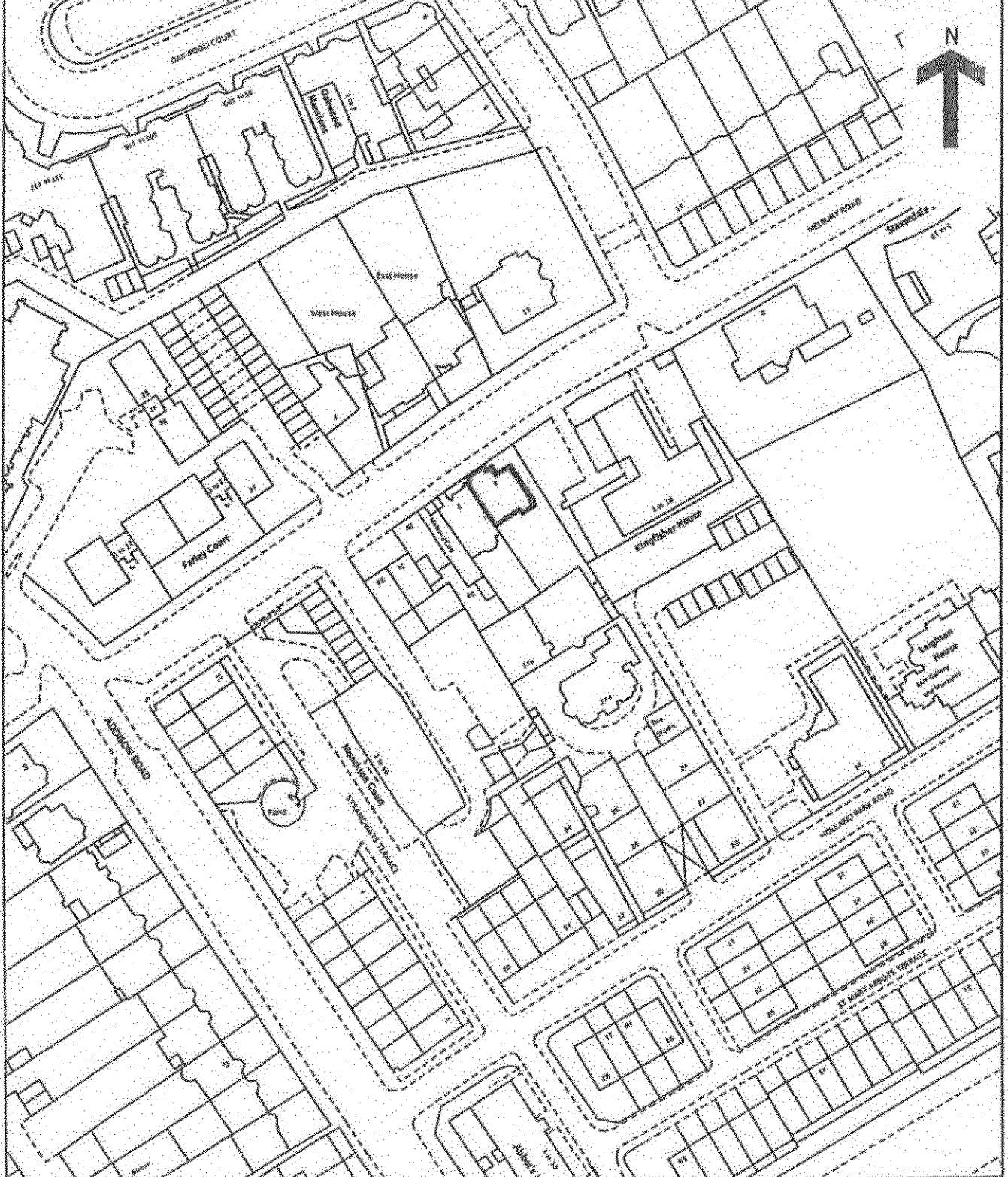
PLAN 1

Land Registry
Official copy of
title plan

Title number **BGL64455**
Ordnance Survey map reference **TQ2479SE**
Scale **1:1250**
Administrative area **Kensington and Chelsea**



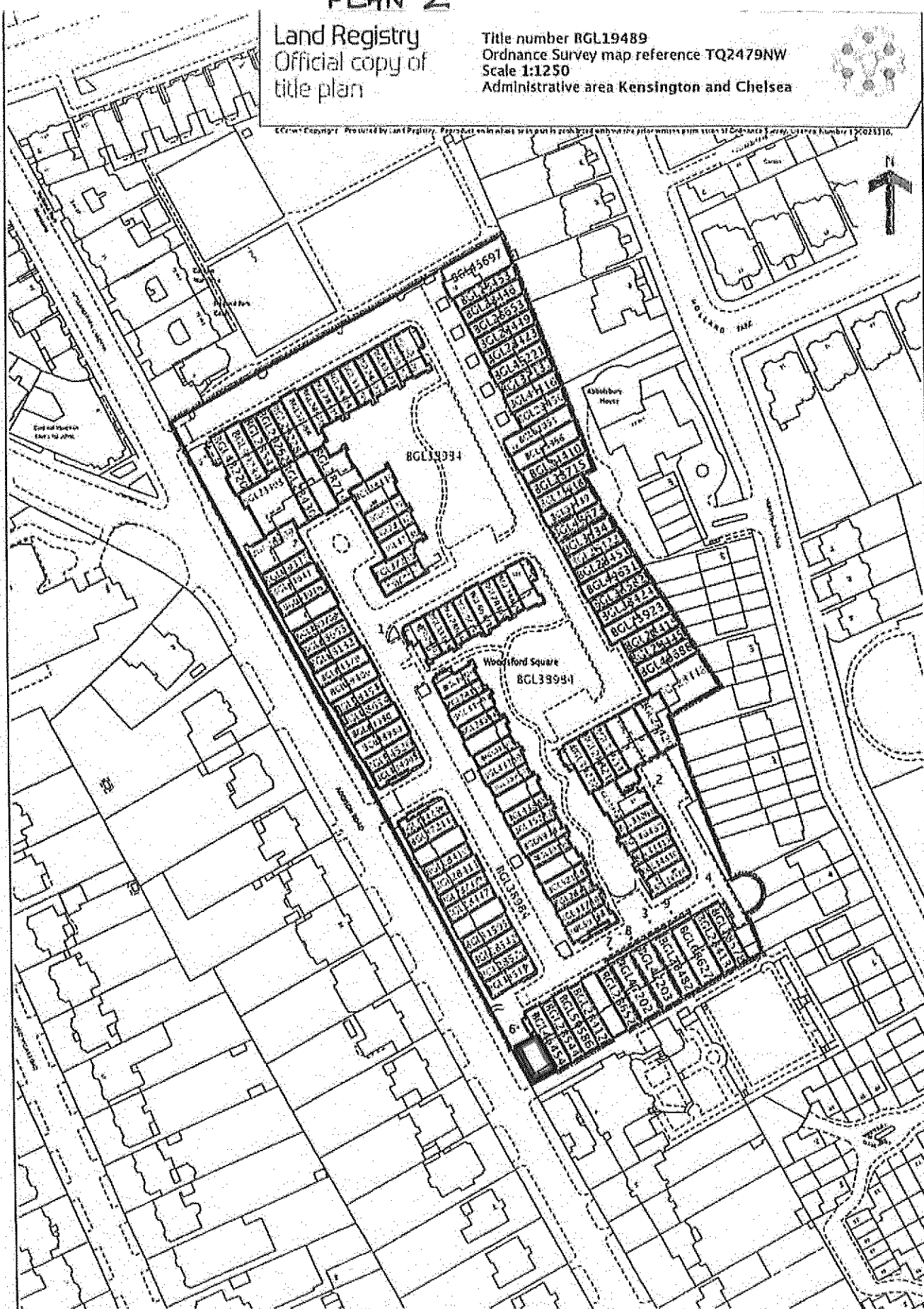
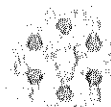
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Land Registry
Official copy of
title plan

Title number RGL19489
Ordnance Survey map reference TQ2479NW
Scale 1:1250
Administrative area Kensington and Chelsea

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SCHEDULE 6

Notices

Part 1

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 security agreement dated [date] (the "Security Agreement") and made by ourselves in favour of Santander UK plc (the "Lender"), we have charged by way of fixed charge and assigned to the Lender, 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:

1. to note the Lender's interest as first chargee, assignee and first loss payee and its status as co-insured; and
2. to give the acknowledgement, undertakings and agreements required by the Lender and to act on the instructions of the Lender without any further reference to or authorisation from us.

Please sign the enclosed copy of this notice and deliver it to the Lender at [address] (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 relevant Chargor and approved by the Lender 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]				

Note required if policies are annual renewable

Dated [date]

[to be included on copy notice]

To: [name and address of Lender]

Copy to: [name and address of Chargor]

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

1. agree to note your interest as first chargee, assignee and first loss payee of the proceeds of such Policies and name you as co-insured in respect of such Policies;
2. 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;
3. 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;
4. agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies;
5. 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.

Signed:

for and on behalf of [name of insurer]

Dated: [date]

Part 2

Form of Notice to Counterparties of Charged Contracts

To: [name and address of counterparty]

Dated: [date]

Dear Sir

Re: [here identify relevant Charged Contract] [the "Contract"] made between (1) [Chargor] (the "Chargor") and (2) [here insert name of counterparty]

We, the Chargor, give you notice that, by a security agreement dated [date] (the "Security Agreement") and made by ourselves in favour of Santander UK plc (the "Lender"), we have assigned to the Lender, as first priority assignee, all of our rights, title and interest in the Contract.

We further irrevocably and unconditionally:

1. notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Lender;
2. confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Lender, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Lender and therefore from that time you may deal directly with the Lender;
3. authorise and instruct you to disclose information in relation to the Contract to the Lender promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us;
4. [authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into [specify designated bank account] or, if the Lender so instructs you, into such other account as the Lender shall specify;]
5. authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Lender at its address given in the copy of this notice (or as otherwise notified to you by it from time to time); and
6. notify you that the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign the copy of this notice and deliver it to the Lender (with a further copy to us).

This notice is governed by English law.

Yours faithfully

.....
For and on behalf of
[Chargor]:

By:

[to be included on copy notice]

To: *[name and address of Lender]*

Copy to: *[name and address of Chargor]*

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

1. accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations; and
2. confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party.

Terms defined in the notice apply to this endorsement, which is governed by English law.

Signed:

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

Dated: *[date]*

SCHEDULE 6

Form of Notice to Bank Operating Secured Account

Part 1

To: [name and address of account bank] (the "Account Bank")

Dated: [date]

Dear Sirs

Account No: [insert account number] [the "Account"]

Account Branch: [insert branch name and address]

Account Holder: [name of Chargor] (the "Chargor")

We, the Chargor, give you notice that, by a security agreement dated [date] (the "Security Agreement") and made by ourselves in favour of Santander UK plc (the "Lender"), we have charged by way of fixed charge to the Lender, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account [including any re-designation and/or re-numbering from time to time of such Account] (the "Charged Account") and all indebtedness represented by the Charged Account and have assigned to the Lender all our rights and benefits in respect of the Charged Account.

We irrevocably and unconditionally authorise and instruct you:

1. to hold all monies from time to time standing to the credit of the Charged Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect;
2. to disclose to the Lender such information relating to us and the Charged Account as the Lender may from time to time request you to provide; and
3. that all expenses relating to the maintenance of the Charged Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility and in the event that these are not otherwise met by us such expenses may be debited directly by you to the Account

We notify you that we may not withdraw any monies from the Charged Account without first having produced to you the prior written consent of the Lender to such withdrawal.

We agree that you have no notice of the particulars of the security created by the Security Agreement, save as set out in this notice.

The provisions of this notice may only be revoked or varied with the prior written consent of the Lender.

Please sign the enclosed copy of this notice and deliver it to the Lender at [address] (with a further copy to us).

This notice is governed by English law.

Yours faithfully

.....
for and on behalf of

[Chargor]

[to be included on copy notice]

To: [name and address of Lender]

Copy to: [name and address of Chargor]

We [name of Account Bank]:

1. acknowledge receipt of the above notice;
2. agree to act in accordance with the authorisations, instructions and notifications contained or referred to in the above notice;
3. confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party;
4. undertake that we will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account; and
5. agree that any notice or other communication from us to the Lender will be sent or made to the address of the Lender stated above, or to such other address as the Lender may from time to time notify to us.

The agreement in paragraph 2 above is given on the basis that:

1. we may rely on any notice or other document or information believed, reasonably, by us to be genuine and correct and to have been signed or communicated by the person by whom it purports to be signed and communicated and we will not be liable for the consequences of such reliance and will have no obligation whatsoever to verify that the facts or matters stated in any such notice or document are true and correct; and
2. to the extent that an instruction for withdrawal from the Charged Account is given which would, in our reasonable opinion, cause the Charged Account to be overdrawn, we will only transfer the outstanding cleared credit balance in the Account,

Terms defined in the notice apply to this endorsement, which is governed by English law,

.....
for and on behalf of
[name and address of Account Bank]

Dated: [date]

Part 2

To: [name and address of account bank] (the "Account Bank")

Dated: [date]

Dear Sirs

Re: **Account No:** [insert account number] (the "Account")
 Account Branch: [insert branch name and address]
 Account Holder: [name of Chargor] (the "Chargor")

We, the Chargor, give you notice that, by a Security Agreement dated [date] (the "Security Agreement") and made by ourselves in favour of Santander UK plc (the "Lender"), we have charged by way of fixed charge to the Lender, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account including any re-designation and/or re-numbering from time to time of such Account (the "Charged Account") and all indebtedness represented by the Charged Account and have assigned to the Lender all or rights and benefits in respect of the Charged Account.

We irrevocably and unconditionally authorise and instruct you:

1. to hold all monies from time to time standing to the credit of the Charged Account to the order of the Lender (subject to the consent of the Lender, signified by its counter-signature of this notice, for us to operate the Charged Account (the "Lender's Consent")) and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt by you of notice of withdrawal of the Lender's Consent and of written instructions from the Lender to make such payment;
2. to disclose to the Lender such information relating to us and the Charged Account as the Lender may from time to time (whether before or after the withdrawal of the Lender's Consent) request you to provide; and
3. that all expenses relating to the maintenance of the Charged Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility and in the event that these are not otherwise met by us such expenses may be debited directly by you to the Account.

Until such time as you receive from the Lender a written notice withdrawing the Lender's Consent, nothing in this notice shall prevent you from operating the Charged Account in the ordinary course of banking business including, without limitation, collecting cheques and other payment orders via any medium, electronic or otherwise and accepting monies for the credit of the Charged Account and allowing us to draw cheques and make other payments and generally to withdraw funds from the Account.

Upon withdrawal of the Lender's Consent, we may not withdraw any further monies from the Charged Account[s] without first having produced to you the prior written consent of the Lender to each such withdrawal.

The provisions of this notice may only be revoked or varied with the prior written consent of the Lender.

Please sign the enclosed copy of this notice and deliver it to the Lender at [Address] (with a further copy to us).

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

Yours faithfully

.....

for and on behalf of
[Chargor]

By countersigning this notice the Lender confirms that the Chargor may make withdrawals from the Charged Account until such time as the Lender shall notify you (with a copy to the Chargor) in writing that such consent is withdrawn. Such consent may be withdrawn or modified by the Lender in its absolute discretion at any time.

Countersigned by

.....
for and on behalf of
Santander UK plc

[to be included on copy notice]

To: [name and address of Lender]

Copy to: [name and address of Chargor]

We [name of Account Bank]:

1. acknowledge receipt of the above notice;
2. agree to act in accordance with the authorisations, instructions, confirmations and notifications contained or referred to in the above notice;
3. confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party;
4. undertake that we will not exercise any right to combine accounts or any rights of set-off (other than off-setting in the ordinary course of banking transactions) or lien or any similar rights in relation to the monies standing to the credit of the Charged Account; and
5. agree that any notice or other communication from us to the Lender will be sent or made to the address of the Lender stated above, or to such other address as the Lender may from time to time notify to us.

The agreement in paragraph 2 above is given on the basis that:

6. we may rely on any notice or other document or information believed, reasonably, by us to be genuine and correct and to have been signed or communicated by the person by whom it purports to be signed and communicated and we will not be liable for the consequences of such reliance and will have no obligation whatsoever to verify that the facts or matters stated in any such notice or document are true and correct; and
7. to the extent that an instruction for withdrawal from the Charged Account is given which would, in our reasonable opinion, cause the Charged Account to be overdrawn, we shall only transfer the outstanding cleared credit balance in the Account

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

.....

For and on behalf of
[*name and address of Account Bank*]

Dated: [*date*]

SCHEDULE 7

Receiver's Specific Powers

The 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;
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 exercise on behalf of the relevant Chargor and without the consent of or notice to such Chargor all the powers in respect of the Property 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;
6. 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 Lender 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;
7. 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;
8. In the name of the relevant Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Secured Assets as in any case he thinks fit;
9. to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Secured Assets;
10. to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;
11. 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;
12. to enter into, vary, cancel or waive any of the provisions of any contracts relating to the Secured Assets which he shall in any case think expedient in the interests of the relevant Chargor or the Lender;
13. 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;
14. to insure the Secured Assets 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;

15. to remove, store, sell or otherwise deal with any chattels located at the Property which are Secured Assets;
16. to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the relevant 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;
17. to make, or require the directors of any Other Chargor to make, calls conditionally or unconditionally on the members of such Chargor in respect of uncalled capital; and take action to enforce payment of unpaid calls;
18. 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 relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
19. either in the name of the relevant 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 8

Form of Supplemental Legal Mortgage

Dated _____ 2022

- (1) THE TRUSTEES OF ILCHESTER ESTATES (2) TRUST (AS FIRST CHARGOR)
- (2) [JOVE PROPERTIES (1) LIMITED]
- (3) [JOVE PROPERTIES (2) LIMITED]
- (4) SANTANDER UK PLC

Supplemental Legal Mortgage
relating to
[*description of property*]

DRAFT - NOT AVAILABLE FOR ACCEPTANCE

THIS SUPPLEMENTAL LEGAL MORTGAGE is dated ... 2022

BETWEEN:

- (1) THE HONOURABLE MRS CHARLOTTE ANNE TOWNSHEND DL, JAMES REGINALD TOWNSHEND and ILCHESTER TRUSTEE COMPANY LIMITED only in their capacity as trustees of ILCHESTER ESTATES (2) TRUST (the "First Chargor")
- (2) [JOVE PROPERTIES (1) LIMITED, registered In England and Wales with registered number 04682209 (the "Second Chargor");]
- (3) [JOVE PROPERTIES (2) LIMITED, registered In England and Wales with registered number 05511520 (the "Third Chargor"); and].
- (4) SANTANDER UK PLC a company incorporated in England and Wales with company number 02294747 (the "Lender")

BACKGROUND:

- (A) This Supplemental Legal Mortgage is supplemental to a security agreement dated [DATE], made between[, amongst others,] the First Chargor[, the Second Chargor, the Third Chargor] and the Lender (the "Security Agreement").
- (B) This is a Security Document (as defined in the Facility Agreement).
- (C) It is intended that this Supplemental Legal Mortgage takes effect as a deed notwithstanding the fact that a party may only execute this supplemental Legal Mortgage under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed, the following words and phrases have the specified meanings.

"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;
["Chargor"	means the First Chargor, the Second Chargor and the Third Chargor,]
"Derivative Payment"	means, in relation to an asset, any damages compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which [a]/[the First] Chargor may derive from or be awarded or entitled to in respect of such asset;
"Facility Agreement"	means a facility agreement made on [DATE] between the First Chargor as Borrower and the Lender;
"Property"	means: <ol style="list-style-type: none">a) the property specified in Schedule 1 (Details of Property); and

- b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property
- c) and Includes all Associated Rights.

1.2 Interpretation

- 1.2.1 Save as provided in Clause 2 (Incorporated Provisions) or otherwise defined in this Supplemental Legal Mortgage, capitalised terms defined in the Facility Agreement and/or the Security Agreement shall have the same meaning in this Supplemental Legal Mortgage.
- 1.2.2 The provisions of Clauses 1.3 (Construction), 2 (Covenant to Pay), 4 (Further Assurance) and 18 (Trustee's Liability and Limited Recourse) of the Security Agreement apply to this Supplemental Legal Mortgage (including the provisions incorporated herein by Clause 2 (Incorporated Provisions)) as if expressly set out herein, mutatis mutandis, with each reference to "this Deed" therein being deemed to be a reference to this Supplemental Legal Mortgage.
- 1.2.3 The terms of the other Finance Documents are incorporated in this Supplemental Legal Mortgage to the extent required to ensure that any purported disposition of the Property contained in this Supplemental Legal Mortgage is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.2.4 If the Lender reasonably considers that an amount paid by a Chargor or any other person to a Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Supplemental Legal Mortgage.

2. INCORPORATED PROVISIONS

- 2.1 For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Security Agreement apply in relation to the Property to the extent that the same apply to the Property and the Associated Rights (both as defined in the Security Agreement) and (so far as necessary to make them apply to and be enforceable in relation to the Property) they shall be deemed to be incorporated into this Supplemental Legal Mortgage, mutatis mutandis, as though set out in full herein with each reference therein to:
 - 2.1.1 this Deed being deemed to be a reference to this Supplemental Legal Mortgage; and
 - 2.1.2 Schedule 4, being deemed to be a reference to Schedule 1 to this Supplemental Legal Mortgage.

3. FIXED SECURITY

[Each]/[The First] Chargor charges with full title guarantee in favour of the Lender for the payment and discharge of the Secured Obligations, by way of first legal mortgage on the Property,

4. APPLICATION TO THE LAND REGISTRY

[Each]/[The First] Chargor consents to an application being made to the Land Registrar to enter the following restriction on the Proprietorship register of any property which is, or is required to be, registered forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge

dated [date of this Deed] in favour of Santander UK plc referred to in the charges register, or its conveyancer"

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

5. NEGATIVE PLEDGE

5.1 Negative Pledge

During the Security Period, [the First Chargor shall not]/[no Chargor shall]:

- 5.1.1 create, extend or permit to subsist any Security over any of the Secured Assets; nor
- 5.1.2 (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by [a]/[the First] Chargor or by any Subsidiary of [the]/[such] Chargor (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any preferential arrangement with any person, having a similar effect to any of the arrangements or transactions previously described in this Clause 5.1, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

5.2 Exceptions

Clause 5.1 (Negative pledge) does not apply to (a) the Security created or required to be created pursuant to this Deed, nor (b) any Security or Quasi Security permitted under the terms of the Facility Agreement.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 [Each]/[The First] Chargor represents and warrants to the Lender on the date of this Supplemental Legal Mortgage in the terms of the Repeating Representations, in each case as if expressly set out in this Supplemental Legal Mortgage and so far as applicable to [such]/[the First] Chargor or the Property. Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Supplemental Legal Mortgage.

- 6.2 [Each]/[The First] Chargor further represents and warrants as follows:

- 6.2.1 except for registration of this Supplemental Legal Mortgage under the Companies Act 2006 and the Land Registration Act 2002, it is not necessary to file, register or record this Supplemental Legal Mortgage in any public place or elsewhere;
- 6.2.2 except for registration fees associated with the registration of this Supplemental Legal Mortgage in accordance with Clause 6.2.1 above, it is not necessary under the laws of [such]/[the First] Chargor's jurisdiction of incorporation that this Supplemental Legal Mortgage be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Supplemental Legal Mortgage or the transactions contemplated by it; and
- 6.2.3 any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by this Supplemental Legal Mortgage has been made.

7. CONTINUATION

- 7.1 Except insofar as supplemented hereby, the Security Agreement will remain in full force and effect.

- 7.2 References in the Security Agreement to "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Security Agreement as amended by this Supplemental Legal Mortgage and to this Supplemental Legal Mortgage.
- 7.3 This Supplemental Legal Mortgage is supplemental to the Security Agreement. On and from the date of this Supplemental Legal Mortgage:
- 7.3.1 the Supplemental Legal Mortgage and the Security Agreement shall be read and construed as one document and in particular the definition of "Property" in the Security Agreement shall include the Property described in Schedule 1 hereto; and
- 7.3.2 [each/the First] Chargor acknowledges that references to the "Security Agreement" in the Facility Agreement are references to the Security Agreement as amended by this Supplemental Legal Mortgage.

8. THIRD PARTY RIGHTS

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Supplemental Legal Mortgage, other than an Enforcement Party, which may do so, or any other person, to the extent that this Supplemental Legal Mortgage 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 Supplemental Legal Mortgage at any time. This Clause 8 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

9. GOVERNING LAW

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

10. COUNTERPARTS

This Supplemental legal Mortgage may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Legal Mortgage. Any party may enter into this Supplemental Legal Mortgage by signing any such counterpart.

THIS SUPPLEMENTAL LEGAL MORTGAGE has been entered into as a deed on the date stated at the beginning of this Supplemental Legal Mortgage.

SIGNATURE PAGES

EXECUTED as a Deed by

**THE HONOURABLE MRS CHARLOTTE
TOWNSHEND DL** as trustee for the **ILCHESTER
ESTATES (2) TRUST**

(Signature)

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

Address: The Estate Office, Melbury Sampford,
Dorchester, Dorset DT2 0LF
Attention: Kevin Jutson

[SIGNATURE PAGE – SECURITY AGREEMENT]

EXECUTED as a Deed by

JAMES REGINALD TOWNSHEND as trustee for the
ILCHESTER ESTATES (2) TRUST

(Signature)

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

Address: The Estate Office, Melbury Sampford,
Dorchester, Dorset DT2 0LF

Attention: Kevin Jutson

EXECUTED as a Deed by

SAC DRAKE

for and on behalf of **ILCHESTER TRUSTEE COMPANY
LIMITED** as trustee for the **ILCHESTER ESTATES (2)
TRUST**

[REDACTED]

(Director)

WITNESS:

Signature

[REDACTED]

Name

KLOSTIE BAKER

Address

[REDACTED]

Occupation

PROPERTY SECRETARY

(PLEASE COMPLETE IN CAPITALS)

Address: The Estate Office, Melbury Sampford,
Dorchester, Dorset DT2 0LF

Attention: Kevin Jutson

EXECUTED as a DEED by

M. V. SORACE

(Director)

for and on behalf of JOVE PROPERTIES (1) LIMITED

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

Address: The Estate Office, Melbury Sampford,
Dorchester, Dorset DT2 0LF

Attention: Kevin Jutson

EXECUTED as a DEED by

M. V. SCARCE

(Director)

for and on behalf of JOVE PROPERTIES (2) LIMITED

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

Address: The Estate Office, Melbury Sampford, Dorchester, Dorset DT2 0LF

Attention: Kevin Jutson

SIGNED by Sophie Dewhurst
SANTANDER UK PLC

A large black rectangular box redacting the signature of Sophie Dewhurst.

(Signature)

Address: Santander UK plc, 298 Deansgate, Manchester M3 4HH
Fax: 0161 953 3517
Attention: Steve Rees