



Registration of a Charge

Company name: **Riding House Property Investments Limited**

Company number: **04880920**



X4MC3300

Received for Electronic Filing: **15/12/2015**

Details of Charge

Date of creation: **10/12/2015**

Charge code: **0488 0920 0018**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED**

Brief description: **7 - 11 BULL PLAIN, TOWN CENTRE, HERTFORD, SG14 1DY WITH TITLE NUMBER HD329881**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

K&L GATES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4880920

Charge code: 0488 0920 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2015 and created by Riding House Property Investments Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2015 .

Given at Companies House, Cardiff on 16th December 2015

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**

DATED 10 December 2015

- (1) COFFER INVESTMENTS PORTLAND PLACE LIMITED
and
- (2) COLINDALE HYDE LIMITED
and
- (3) DONCASTER BALBY LIMITED
and
- (4) RIDING HOUSE PROPERTY INVESTMENTS LIMITED
and
- (5) THE TRUSTEES OF THE BARON PENSION SCHEME
and
- (6) DAVID COFFER
and
- (7) RUTH COFFER

as Chargors

and
- (8) MOUNT STREET MORTGAGE SERVICING LIMITED
acting as Security Trustee

DEBENTURE

I/We hereby certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy is a true and complete copy of the original

K&L Gates LLP

K & L Gates LLP
One New Change
London EC4M 9AF
Our Reference:

Date: 15/12/2015

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CONTENTS

Clause	Page
1. INTERPRETATION.....	1
2. COVENANT TO PAY	6
3. CHARGE.....	7
4. MORTGAGED LAND OBLIGATIONS.....	12
5. GENERAL OBLIGATIONS.....	15
6. REPRESENTATIONS AND WARRANTIES	23
7. ENFORCEMENT OF SECURITY	26
8. RECEIVERS AND ADMINISTRATORS.....	27
9. PROTECTION OF THIRD PARTIES	32
10. FURTHER ASSURANCE.....	32
11. POWER OF ATTORNEY AND DELEGATION	33
12. INDEMNITIES.....	34
13. PRESERVATION OF SECURITY.....	34
14. GENERAL.....	37
15. GOVERNING LAW	38
16. JURISDICTION.....	38
SCHEDULE 1.....	40
Mortgaged Land.....	40
SCHEDULE 2.....	41
Part 1: Form of Notice of Assignment for Contracts.....	41
Part 2: Form of Acknowledgement for Contracts	43
SCHEDULE 3.....	44
Part 1: Form of Notice of Charge for Charged Accounts.....	44
Part 2: Form of Acknowledgement for Charged Accounts	47
SCHEDULE 4.....	49
Part 1: Form of Notice for Hedging Arrangements	49
Part 2: Form Of Acknowledgement For Hedging Arrangements.....	51

SCHEDULE 5.....	52
Part 1: Form of Notice to Tenants	52
Part 2: Form of Acknowledgement from Tenants	53
SCHEDULE 6.....	54
Part 1: Form of Notice of Assignment for Headlease	54
Part 2: Form of Acknowledgement for Headlease.....	56
SCHEDULE 7	57
Part 1: Form of Notice of Assignment for Insurance	57
Part 2: Form of Acknowledgement for Insurance	59
SCHEDULE 8.....	60
Scheduled Investments.....	60
SCHEDULE 9.....	61
Scheduled Intellectual Property	61

THIS DEED is made on 10 December 2015

BETWEEN:

- (1) **COFFER INVESTMENTS PORTLAND PLACE LIMITED** (company number 03133983) whose registered office is at 58 - 60 Berners Street, London, W1T 3JS (the "**Portland Place Chargor**");
- (2) **COLINDALE HYDE LIMITED** (company number 07508149) whose registered office is at 58 - 60 Berners Street, London, W1T 3JS (the "**Colindale Chargor**");
- (3) **DONCASTER BALBY LIMITED** (company number 07411044) whose registered office is at 58 - 60 Berners Street, London, W1T 3JS (the "**Doncaster Chargor**");
- (4) **RIDING HOUSE PROPERTY INVESTMENTS LIMITED** (company number 04880920) whose registered office is at 58 - 60 Berners Street, London, W1T 3JS (the "**Hertford Chargor**");
- (5) **THE TRUSTEES OF THE BARON PENSION SCHEME** (registered under number 00420489RY) whose principal office is at Roman House, 296 Golders Green Road, London NW11 9PY (the "**Scheme Chargor**"); and
- (6) **DAVID COFFER** of [REDACTED] (a "**Stratford Chargor**"); and
- (7) **RUTH COFFER** [REDACTED] (a "**Stratford Chargor**");

each a "**Chargor**" and together the "**Chargors**";

AND

- (8) **MOUNT STREET MORTGAGE SERVICING LIMITED**, as security trustee for the Secured Parties (the "**Security Trustee**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Act" means the Law of Property Act 1925;

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986;

"Agreement for Lease" means an agreement to grant an Occupational Lease for all or part of a Property;

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

"Charged Accounts" means the General Account and the Rent Account;

"Charged Assets" means the undertaking, assets and rights from time to time subject to the Security created by this Deed and includes any part thereof and interest therein;

"Counterparty" means any party who is obliged to any Chargor under the terms of a Relevant Document;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by any Receiver under Clause 11.2 (Delegation);

"Facility Agreement" means the facility agreement dated 28 November 2014 between, amongst others, the Portland Place Chargor (as the Borrower), Renshaw Bay LLP (as the Investment Manager), the Security Trustee (acting in its capacity as the Agent and Security Trustee) and the financial institutions party thereto as Lenders, as amended and restated on or about the date hereof and as the same may have been and/or may be amended, supplemented, novated, extended and/or restated from time to time;

"Finance Document" has the meaning given to that term in the Facility Agreement;

"General Account" has the meaning given to that term in the Facility Agreement;

"Headlease" means a lease under which a Chargor holds title to any part of a Property;

"Insurance Policies" means all present and future policies and contracts of insurance entered into by each of the Chargors or in which any Chargor is noted as a beneficiary or (to the extent of its interest therein) has an interest (other than any policy of third party liability insurance or employer's insurance);

"Intragroup Loan Documents" means each loan agreement made between any of the Chargors and respect of the Subordinated Liabilities;

"Intellectual Property" means (to the extent of any Chargor's interest in them):

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, domain names, moral rights, inventions, confidential information, know how and other intellectual property rights and interests, whether registered or unregistered, including the Scheduled Intellectual Property;
- (b) the benefit of all applications and rights to use any such property or interest; and

- (c) all licences, agreements and other rights relating to any such property or interest;

"Investment Rights" means:

- (d) all dividends (cash or otherwise), distributions, interest, and other moneys paid or payable in respect of any Investment;
- (e) all allotments, rights, moneys, assets, benefits or advantages (including all voting rights), in each case relating to or accruing, offered, issued or arising in respect of or incidental to any Investments from time to time, whether by way of redemption, allotment, conversion, warrant, exercise of option rights, substitution, exchange, preference, bonus or otherwise; and
- (f) any right against any clearance system or under any custodian or other agreement in relation to any Investment;

"Investments" means any debentures, bonds, shares, stocks, certificates of deposit or other securities or investments issued to or otherwise owned at law or in equity by a Chargor (or any nominee on its behalf) from time to time (whether certificated or uncertificated and including any Scheduled Investments of that Chargor);

"Land" means any freehold or leasehold property, any licence and any other estate or interest in any immovable property and in each case all buildings and structures upon and all things affixed to such property (including trade, tenant's and other fixtures and fittings) from time to time;

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Agent and the Company;

"Management Agreement" means:

- (a) the management agreement made between Carr Priddle Management Limited and the Trustees of the Baron Pension Fund dated 20 October 2014 in respect of the Brighton Property;
- (b) the management agreement made between Mason Partners LLP and Doncaster Balby Limited dated on or about the date of this Deed in respect of the Doncaster Property;
- (c) the management agreement originally made between, among others, David Coffey and Colliers International UK plc dated 12 August 2010, as novated to Colliers International Property Consultants Limited pursuant to a letter dated 30 March 2013 in respect of the Stratford Property;

- (d) and any other agreement, in form and substance satisfactory to the Security Trustee, between a managing agent and any other Chargor in relation to the management of a Property;

"Mortgaged Land" means the Land from time to time mortgaged or charged by a Chargor under Clause 3.1(a)(i), 3.1(a)(ii) or 3.1(b)(i) (Fixed and floating charges and assignments) and includes any part thereof;

"Obligor Account" means any account or accounts (except for the Rent Account and the General Account) any Chargor has now or in the future with any bank or other person;

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject and includes any guarantee of a tenant's obligations under the same;

"Party" means a party to this Deed;

"Receivables Proceeds" has the meaning given to it in Clause 5.5 (Receivables);

"Receiver" means each person appointed by the Security Trustee as an administrative receiver, a receiver and manager or a receiver of any Charged Assets;

"Relevant Documents" means:

- (a) each Managing Agent Agreement;
- (b) any Headlease;
- (c) the Hedging Agreement;
- (d) the Lease Documents; and
- (e) the Intragroup Loan Documents.

"Rent Account" has the meaning given to that term in the Facility Agreement;

"Rental Income" has the meaning given to that term in the Facility Agreement;

"Scheduled Intellectual Property" means any Intellectual Property listed in Schedule 9 (Scheduled Intellectual Property);

"Scheduled Investments" means the Investments listed in Schedule 8 (Scheduled Investments);

"Secured Liabilities" means all and any moneys, obligations and liabilities which may now or at any time in the future be due, owing or incurred by the Chargors and the other Transaction Obligors to the Secured Parties under or in respect of the

Finance Documents (in whatever currency denominated, whether actual or contingent, whether alone, severally or jointly with any other person and whether as principal, guarantor, surety or in any other capacity whatsoever) including all interest, commissions, fees and all legal and other costs, charges and expenses which any Secured Party may charge the Chargors and the other Transaction Obligors or incur under any Finance Document;

"Secured Parties" means the Security Trustee, each other Finance Party, any Receiver and any Delegate;

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

"Security Period" means the period beginning on the date of this Deed and continuing until the Security Trustee is satisfied (acting on the instructions of the Lenders) that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being incurred or arising.

1.2 Interpretation

In this Deed:

- (a) capitalised terms defined in the Facility Agreement have, unless otherwise defined in this Deed, the same meanings in this Deed;
- (b) the provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, with necessary changes and with each reference to **"this Agreement"** being replaced with a reference to **"this Deed"**;
- (c) references to the singular include the plural and vice versa and words importing one gender shall be treated as importing any gender;
- (d) "including" shall mean "including, without prejudice to the generality of the foregoing";
- (e) a reference to a Clause, Sub-clause or Schedule is a reference to a clause or sub-clause of, or a schedule to, this Deed;
- (f) unless the context otherwise requires, a reference to a Charged Asset includes the proceeds of sale of that Charged Asset; and
- (g) any reference to this Deed or any other document (including any Finance Document) includes references to this Deed or such other document as in force for the time being and as varied, novated, extended, supplemented or restated, in each case in any manner and however fundamentally from time to time, even if variations are made to the composition of the parties to this Deed or that other document or to the nature, size or number of facilities provided thereunder.

1.3 **Incorporation of terms**

The terms of the other Finance Documents and any side letters between any parties in relation to any Finance Documents are incorporated in this Deed to the extent required to ensure that any purported disposition of any Charged Asset contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Full title guarantee**

In this Deed any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee under section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 **Trust**

- (a) The Security Trustee shall hold the benefit of this Deed on trust for the Secured Parties in accordance with Clause 27 (*Role of the Agent, the Security Trustee and the Arrangers*) of the Facility Agreement.
- (b) Nothing in this Deed shall constitute or be deemed to constitute a partnership between the Security Trustee and any of the other Secured Parties.

1.6 **Conflict of terms**

In the event of any conflict between the terms of the Facility Agreement and the terms of this Deed, the terms of the Facility Agreement shall prevail.

2. **COVENANT TO PAY**

2.1 **Covenant**

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Trustee that it will, on the Security Trustee's written demand, pay and discharge all Secured Liabilities when the same shall be or become due under, and in the manner provided for in, the Finance Documents to the extent owed by it.

2.2 **Demands**

The making of one demand under this Deed shall not preclude the Security Trustee from making any further demands.

2.3 **Interest**

Each Chargor shall pay to the Security Trustee interest on any amount not paid in accordance with this Deed when due from the due date to the date of payment or discharge (as well after as before judgment and notwithstanding the liquidation or administration of that Chargor or any arrangement or composition with any

creditors by that Chargor) in accordance with the terms of the Facility Agreement in relation to overdue amounts.

2.4 Unlawfulness

The Security created under and the covenants contained in this Deed shall not extend to or include any liability which would, if it were so included, cause such Security or covenant to be unlawful or prohibited by any applicable law.

3. CHARGE

3.1 Fixed and floating charges and assignments

As continuing security for the payment and discharge of all Secured Liabilities:

- (a) each Chargor, in favour of the Security Trustee, charges by way of legal mortgage:
 - (i) all Land described in Schedule 1 (Mortgaged Land); and
 - (ii) all Land (except any Land mortgaged under paragraph (a)(i) above) now belonging to it;
- (b) each Chargor, in favour of the Security Trustee, charges by way of fixed charge:
 - (i) (to the extent it is not the subject of an effective mortgage under paragraph (a) above) all Land now or in the future belonging to it, whether or not title to that Land is registered at the Land Registry;
 - (ii) all plant and machinery now or in the future owned by it and its interest in any plant or machinery now or in the future in its possession or on or annexed to any Land now or in the future belonging to it;
 - (iii) all rights, easements, privileges, covenants of title, claims, warranties, remedies, indemnities and other interests now or in the future belonging to it in connection with any Land;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held in connection with its business or its use of any Charged Asset and all rights in connection with them;
 - (v) all its interest and rights in respect of any amount from time to time standing to the credit of any Obligor Account and the debt or debts represented thereby together with all other rights and benefits accruing or arising in connection with any Obligor Account;
 - (vi) all book, trade and other debts owed to it, its monetary claims and the proceeds of the same existing now or in the future and whether

payable now or in the future, together with the benefit of all related rights, claims, securities and guarantees enjoyed or held by it;

- (vii) the Scheduled Investments;
 - (viii) all other Investments now or in the future belonging to it;
 - (ix) all Investment Rights now or in the future belonging to it;
 - (x) the Scheduled Intellectual Property;
 - (xi) all Intellectual Property now or in the future belonging to it;
 - (xii) all its goodwill and rights in relation to any uncalled capital from time to time;
 - (xiii) all its rights to recover any VAT on any supplies made to it relating to any Charged Asset and any sums so received;
 - (xiv) any beneficial interest, claim or entitlement now or in the future belonging to it in respect of any pension fund or plan;
 - (xv) all its property, rights, assets and income in relation to the Relevant Documents which are not effectively assigned under Clause 3.1(d) below, both present and future;
 - (xvi) all its rights, title and interests not effectively assigned under paragraph (c) below;
- (c) the Portland Place Chargor only, in favour of the Security Trustee, charges by way of fixed charge all its interest and rights in respect of any amount from time to time standing to the credit of the Rent Account and the General Account and the debt or debts represented thereby together with all other rights and benefits accruing or arising in connection with the Rent Account and the General Account.
- (d) each Chargor, in favour of the Security Trustee assigns absolutely all its rights, title and interest from time to time under and in respect of:
- (i) the Rental Income;
 - (ii) the Relevant Documents;
 - (iii) all sums from time to time become payable to such Chargor by a Counterparty or otherwise under the Relevant Documents or any provision of the Relevant Documents;
 - (iv) all its right, title and interest in and to the Chargors under or by virtue of any Security granted to the relevant Chargor pursuant to the Relevant Documents and all rights of the relevant Chargor

arising out of or in connection with any breach or default by the Counterparty or any other person under any of the terms, covenants and conditions of such Security;

- (v) any other agreements and contracts entered into by it in connection with the management of any Land now or in the future belonging to it other than any Management Agreement;
- (vi) any other agreements entered into in connection with any Land now or in the future belonging to it, including all rights and claims against any tenants, sub-tenants, licencees or other occupiers of any such Land from time to time and all guarantors and sureties for the obligations of any person mentioned in this paragraph (c)(vi);
- (vii) any other agreements, contracts, appointments and warranties entered into in connection with any development or construction on any Land now or in the future belonging to it, including all rights and claims against any contractors, consultants, builders, developers and professional advisors engaged from time to time, and all guarantors and sureties for the obligations of any person mentioned in this paragraph (c)(vii); and
- (viii) all present and future Insurance Policies and any related sums or payments paid or payable, claims and return of premium,

provided that (without prejudice to paragraph (b)(xvi) above) to the extent that any rights, titles or interests assigned under paragraphs (d)(v) or (d)(vi) above are not assignable, such assignment will operate as an assignment of all proceeds received by that Chargor in connection therewith;

- (e) each Chargor (other than the Stratford Chargors) charges by way of floating charge its undertaking and all its assets and income not effectively mortgaged, charged by way of fixed charge or assigned under paragraph (a), (b) (c) or (d) above both present and future (including its stock in trade); and
- (f) any security created by clause 3.1(b)(viii) shall be without prejudice to, and without affecting the validity and enforceability of, any Security created under the Shareholder's Security Agreement over the shares in the Portland Place Chargor.

3.2 **General**

- (a) The Security created by this Deed:
 - (i) subject to the debenture dated 28 November 2014, ranks as first charges, mortgages and assignments, as applicable; and
 - (ii) is given with full title guarantee.

- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies so that the floating charge created under Clause 3.1(e) (Fixed and floating charges and assignments) is a qualifying floating charge for the purposes of that paragraph 14.

3.3 **Negative pledge**

- (a) No Chargor shall create or permit to subsist or arise any Security over any of its assets.
- (b) Paragraph (a) shall not apply to any Security created or expressly permitted pursuant to terms of the Facility Agreement or any other Finance Document.
- (c) Without prejudice to paragraph (a) above, any Security on any Charged Asset created in the future by any of the Chargors (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Deed and the Security created under this Deed.

3.4 **Restrictions on dealings**

- (a) No Chargor shall sell, transfer, assign, licence, lease, hire out, grant, lend, discount, factor, exchange, compound, set-off, grant any interest in, part with possession or ownership of, grant time or indulgence in respect of or otherwise dispose of any Charged Asset or the equity of redemption therein or permit any person to do any such thing.
- (b) Paragraph (a) shall not apply to any dealing:
 - (i) made with the prior written consent of the Security Trustee;
 - (ii) expressly permitted under the terms of any Finance Document; or
 - (iii) made in the ordinary course of trade (as carried on at the date of this Deed) but excluding unprecedented and exceptional dealings or transactions, in each case in respect of any Charged Asset that is subject only to the floating charge created by Clause 3.1(e) (Fixed and floating charges and assignments).

3.5 **Jeopardy of Charged Assets**

No Chargor shall without the prior written consent of the Security Trustee:

- (a) enter into any onerous or restrictive obligation affecting any Mortgaged Land or create or permit to arise any overriding interest or any easement or similar right in or over any Mortgaged Land;
- (b) do, cause, permit or suffer to be done anything which may depreciate, jeopardise or otherwise prejudice the value or marketability of any Charged

Asset or incur any expenditure or liability of an exceptional or unusual nature; or

- (c) permit any person to be registered as proprietor of, or to become entitled to any proprietary right or interest in, any Mortgaged Land.

3.6 Conversion of floating charge

Subject to Clause 3.8 (Moratorium), the Security Trustee may from time to time by notice in writing to the relevant Chargors:

- (a) following the occurrence of an Event of Default which is continuing; or
- (b) if the Security Trustee considers any Charged Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
- (c) if the Security Trustee considers it necessary in order to protect or preserve the Security created under this Deed or the priority of that Security,

convert the floating charge created by Clause 3.1(e) (Fixed and floating charges and assignments) into a fixed charge with immediate effect. Such conversion shall take effect in respect of each Charged Asset specified in such notice and if no Charged Assets are specified it shall take effect in respect of all Charged Assets.

3.7 Automatic Conversion

Subject to Clause 3.8 (Moratorium), if (without the prior written consent of the Security Trustee):

- (a) a Chargor creates any Security over or otherwise encumbers any Charged Asset or attempts to do so other than as specifically permitted under the Finance Documents;
- (b) any person levies or attempts to levy any distress, execution, sequestration, expropriation, attachment or other process against any Charged Asset;
- (c) a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of a Chargor;
- (d) a receiver, an administrative receiver or a receiver and manager is appointed over any Charged Asset or any person entitled to do so gives notice of its intention to appoint a receiver, an administrative receiver or a receiver and manager over any Charged Asset or files such a notice with the court;
- (e) an Administrator is appointed (or the Security Trustee receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 to the Insolvency Act 1986) in respect of a Chargor; or

- (f) a Chargor disposes of any Charged Assets other than as expressly permitted under the Finance Documents,

the floating charge created by Clause 3.1(e) (Fixed and floating charges and assignments) shall with immediate effect and without notice automatically convert into a fixed charge over the relevant Charged Assets (or, in the case of paragraphs (c), (d) or (e) above, over all of the Charged Assets).

3.8 Moratorium

The floating charge created by Clause 3.1(e) (Fixed and floating charges and assignments) shall not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

3.9 Deposit of documents

- (a) Each Chargor shall on the date of this Deed or, if later, upon becoming entitled to them, deposit (or procure the deposit) with the Security Trustee or ensure such Chargor's solicitors (regulated by the Solicitors Regulation Authority of England and Wales) have provided a solicitors undertaking to hold the same to the order of the Security Trustee in such form and substance satisfactory to the Security Trustee, and during the Security Period the Security Trustee shall be entitled to hold, all original deeds and documents of title in that Chargor's control or possession relating to any Charged Asset.
- (b) If, for any reason, the Security Trustee does not hold any such deeds or documents during the Security Period, whether due to their being held in accordance with a solicitors undertaking or otherwise, it may by notice to the relevant Chargor require that such deeds or documents be delivered to it and the relevant Chargor shall as soon as reasonably practicable comply with that requirement or procure that it is complied with.

3.10 Release

Subject to Clause 13.2 (Reinstatement and avoidance of payments), the Security Trustee shall, on or after the expiry of the Security Period, at the cost and request of the Chargors, release the Charged Assets from the Security constituted by this Deed and reassign or retransfer the Charged Assets to the relevant Chargors.

4. MORTGAGED LAND OBLIGATIONS

4.1 Duration

The covenants in this Clause 4 (Mortgaged Land Obligations) remain in force during the Security Period.

4.2 Leases

If the Security created under this Deed becomes enforceable, the Security Trustee shall be entitled:

- (a) to grant or agree to grant;
- (b) to vary or reduce any sum payable under; and
- (c) to surrender or accept surrenders of,

leases and grant options without restriction (and without the need to comply with sections 99 and 100 of the Act) on such terms and conditions as the Security Trustee shall think fit.

4.3 **Access**

Each Chargor shall permit any person appointed by the Security Trustee, at reasonable times, upon reasonable notice and subject to the terms of any relevant leases, to enter upon and inspect the state of the Mortgaged Land, without the Security Trustee becoming liable to account as mortgagee in possession.

4.4 **Use**

The Chargors shall use the Mortgaged Land only for such purpose or purposes as may from time to time be authorised or permitted under or by virtue of any applicable planning laws or regulations or any binding agreement or document and shall not, without the Security Trustee's prior written consent, permit or apply for any change to the use of any Mortgaged Land.

4.5 **After-acquired Land**

- (a) If a Chargor acquires any Land after the date of this Deed ("**After-acquired Land**"), it shall:
 - (i) inform the Security Trustee immediately and provide to the Security Trustee details relating to the After-acquired Land as the Security Trustee may require;
 - (ii) if the title to the After-acquired Land is registered at the Land Registry, or is required to be so registered, make a due application for:
 - (A) first registration of the After-acquired Land (if applicable);
 - (B) registration of the Chargor as proprietor of the After-acquired Land; and
 - (C) registration of the Security Trustee as proprietor of any legal mortgage granted pursuant to this Deed,

and shall take any necessary steps for the noting of the Security created under this Deed in the relevant register of title at the Land Registry; and

- (b) immediately and at the cost of the relevant Chargor execute and deliver to the Security Trustee a supplemental legal mortgage or any other agreement or document creating Security in favour of the Security Trustee over the After-acquired Land in such form as the Security Trustee may require.
- (c) If title to any After-acquired Land is or is required to be registered at the Land Registry, the relevant Chargor shall as soon as reasonably practicable notify the Security Trustee of any relevant title number and will procure that the appropriate Land Registry enter the restriction set out in Clause 4.7(a) (Registered Land) (as repeated in any supplemental legal mortgage) on the proprietorship register on the registered title of that After-acquired Land.
- (d) If title to any After-acquired Land in England or Wales is not and is not required to be registered at the Land Registry and the related title deeds and documents are not deposited with the Security Trustee, the relevant Chargor shall apply to register this Deed (and any supplemental legal mortgage or other agreement or document granted under it) at the Land Charges Registry.
- (e) In relation to any After-acquired Land outside England and Wales, the relevant Chargor shall take such action as the Security Trustee shall deem appropriate to grant, perfect and maintain effective Security over that After-acquired Land in favour of the Security Trustee.

4.6 Commonhold

No Chargor shall convert, or permit the conversion of, any freehold estate of any Mortgaged Land to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002.

4.7 Registered Land

- (a) Each Chargor consents to a restriction in the following terms being entered on the register of title of any Mortgaged Land that is now or in the future registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the debenture dated ● 2015 in favour of Mount Street Mortgage Servicing Limited referred to in the charges register or their conveyancer."
- (b) To the extent that any Finance Party is under an obligation to make further advances under any Finance Document such obligation is deemed incorporated into this Deed as if set out in this Deed in full. The Chargors consent to an application being made to the Land Registry for a note of

such obligation to be entered on the registers referred to in paragraph (a) above.

- (c) Each Chargor (as applicable) hereby certifies that the Security created by this Deed does not contravene any provision of their memorandum or articles of association.

5. GENERAL OBLIGATIONS

5.1 Duration

The covenants in this Clause 5 (General obligations) remain in force during the Security Period.

5.2 Repair

The Chargors must keep the Charged Assets maintained and in:

- (a) good and substantial repair and condition and, as appropriate, in good working order; and
- (b) such repair, condition and order as to enable them to be disposed of in accordance with all applicable laws and regulations; for this purpose, a law or regulation will be regarded as applicable if it is either:
 - (i) in force; or
 - (ii) it is expected to come into force and a prudent owner in the same business as the relevant Chargor would ensure that its assets were in such condition, repair and order in anticipation of that law or regulation coming into force.

5.3 Compliance with covenants and laws

Each Chargor shall observe and perform all (and shall indemnify each Secured Party against any cost, loss or expense incurred as a result of any breach of any) restrictive and other covenants, obligations, stipulations, conditions, laws and regulations to which it may be subject (whether as landlord, tenant or otherwise) or affecting or relating to any Charged Asset, in each case now or in the future.

5.4 Notices of charge or assignment

- (a) The Portland Place Chargor shall:
 - (i) on the date of this Deed serve a notice of charge on each bank or other financial institution with which it holds a Charged Account in the form set out in Schedule 3, Part 1 (Form of Notice of Charge for Charged Accounts); and

- (ii) on the date of this Deed serve a notice of assignment on the counterparty to the Hedging Agreement in the form set out in Schedule 4 Part 1 (Form of Notice for Hedging Arrangements).
- (b) Each Chargor shall:
 - (i) on the date of this Deed serve a notice of assignment on each counterparty to the Relevant Documents (other than the Hedging Agreement and the Headleases) in the form set out in Schedule 2, Part 1 (Form of Notice of Assignment for Contracts);
 - (ii) on the date of this Deed, or in the event of a subsequent lease to a tenant on the date of such lease, serve a notice of assignment on each tenant of any Mortgaged Land in the form set out in Schedule 5, Part 1 (Form of Notice to Tenants);
 - (iii) on the date of this Deed serve a notice of assignment on each counterparty to the Headleases in the form set out in Schedule 6, Part 1 (Form of Notice of Assignment of Headlease);
 - (iv) on the date of this Deed and on the date of any new policy being put into place, serve a notice of assignment in respect of any policy or contract of insurance in which it is noted as a beneficiary or in which it has an interest on each underwriter, insurer or insurance broker in the form set out in Schedule 7, Part 1 (Form of Notice of Assignment for Insurance);
 - (v) promptly serve such other notices of the Security Trustee's interest in the Charged Assets on such persons as the Security Trustee may require from time to time; and
 - (vi) use its best endeavours to procure that each notice served under this Clause 5.4 (Notices of charge or assignment) is acknowledged by the recipient thereof in the form set out in Part 2 of the relevant Schedule to this Deed or otherwise to the satisfaction of the Security Trustee.

5.5 **Receivables**

Each Chargor shall (subject to the terms of the Facility Agreement as to payments required to be made into a particular Charged Account) collect and realise in a prudent manner (as agent for the Security Trustee) and immediately thereafter pay into any Obligor Account all moneys ("**Receivables Proceeds**") to which the relevant Chargor may from time to time be entitled in respect of any of its book or other debts, Investments, Investment Rights, Intellectual Property, royalties, Insurance Policies, policies of assurance, proceeds of sale or otherwise in respect of any Charged Asset. Until such payment the relevant Chargor shall hold all Receivables Proceeds on trust for the Security Trustee.

5.6 **Rent Account**

- (a) Subject to the terms of the Facility Agreement, the Portland Place Chargor shall not, without the prior written consent of the Security Trustee (in its absolute discretion), at any time withdraw, transfer or otherwise deal with amounts from time to time standing to the credit of the Rent Account.
- (b) The Security Trustee (or any Receiver) may (subject to the payment of any claims with priority to the Security created by this Deed) withdraw amounts standing to the credit of the Rent Account to meet any amount due but unpaid under and in accordance with the terms of the Finance Documents to the Secured Parties.
- (c) The Portland Place Chargor shall not assign, charge, sell, transfer, deal with or otherwise dispose of any of its rights to or interests in any amount standing to the credit of the Rent Account without the prior written consent of the Security Trustee (in its absolute discretion) or as expressly permitted under the Finance Documents.

5.7 **General Account**

- (a) At any time before the occurrence of a Default which is continuing and whilst the Repeating Representations are correct, the Portland Place Chargor shall (subject to any restrictions or requirements as to withdrawals from any General Account in the terms of the Facility Agreement) be entitled to withdraw, transfer or otherwise deal with any amounts from time to time standing to the credit of the General Account.
- (b) Upon the occurrence of a Default which is continuing or whilst the Repeating Representations are not correct, the Portland Place Chargor shall not without the prior written consent of the Security Trustee (in its absolute discretion) withdraw, transfer or otherwise deal with any amount from time to time standing to the credit of any General Account.
- (c) After the occurrence of a Default which is continuing or whilst the Repeating Representations are not correct, or otherwise in accordance with the terms of the Facility Agreement, the Security Trustee or any Receiver may (subject to the payment of any claims with priority to the Security created under this Deed) operate any General Account which shall include the ability to withdraw, apply or transfer amounts standing to the credit of any General Account to meet any amount due and payable under the Finance Documents and generally in or towards any purpose for which moneys in any Account may be applied.
- (d) Other than in accordance with paragraph (a) above or as expressly permitted under the Facility Agreement, the Portland Place Chargor shall ensure that its rights to and interests in all amounts standing to the credit of the General Accounts and rights to repayment thereof are personal to it.
- (e) The Portland Place Chargor shall not assign, charge, sell, transfer, deal with or otherwise dispose of any of its rights to or interest in any amount standing to the credit of the General Account without the prior written consent of the Security Trustee.

5.8 Obligor Accounts

- (a) At any time before the occurrence of a Default which is continuing and whilst the Repeating Representations are correct, each Chargor shall be entitled to withdraw, transfer or otherwise deal with any amounts from time to time standing to the credit of the Obligor Accounts.
- (b) After the occurrence of a Default which is continuing or whilst the Repeating Representations are not correct, and only following notification from the Security Trustee, each Chargor shall not without the prior written consent of the Security Trustee (in its absolute discretion) operate, withdraw, transfer or otherwise deal with any amount from time to time standing to the credit of the Obligor Accounts.
- (c) Other than in accordance with paragraph 5.8(a) above or as expressly permitted under the Facility Agreement, each Chargor shall ensure that its rights to and interests in all amounts standing to the credit of the Obligor Accounts and rights to repayment thereof are personal to it.
- (d) No Chargor shall assign, charge, sell, transfer, deal with or otherwise dispose of any of its rights to or interests in any amount standing to the credit of any Obligor Account without the prior written consent of the Agent (in its absolute discretion) or as expressly permitted under the Finance Documents.

5.9 Investments

- (a) Each Chargor shall:
 - (i) immediately upon the execution of this Deed and, if later, promptly upon it becoming entitled to any Investments or Investment Rights, deposit with the Security Trustee:
 - (A) all certificates, documents of title and other documentary evidence of ownership which at any time may be issued in respect of any Investments and/or Investment Rights; and
 - (B) all stock transfer forms in respect of the Investments and other documents required to vest title in the Investments and Investment Rights in any other person (any such stock transfer forms to be executed but to remain undated and the name of the transferee to be left blank);
 - (ii) duly and promptly pay all calls and other amounts which may from time to time be due and payable in respect of any Investment. If the relevant Chargor does not pay any such calls or other amount when due, the Security Trustee may (but shall not be obliged to) pay such calls or other amounts on behalf of that Chargor and that Chargor shall promptly upon request indemnify and reimburse the Security Trustee in full for any such payment; and

- (iii) immediately provide to the Security Trustee a copy of any report, accounts, circular, notice and any other document sent or provided to it (or its nominee) in its capacity as the registered holder or beneficial owner of any Investments.
- (b) Whilst no Event of Default is continuing, each Chargor shall be entitled:
 - (i) to exercise or direct the voting and other rights in respect of the Investments registered in its name or to which it is beneficially entitled, provided that the relevant Chargor shall not exercise such rights in a manner inconsistent with the terms of this Deed or the other Finance Documents or in a manner which would have an adverse effect on the value of any Investment or Investment Right or any interests of the Secured Parties under this Deed or the other Finance Documents or the Security created by this Deed; and
 - (ii) (save as otherwise provided in the Finance Documents and only to the extent that no Default is continuing or would result from the Portland Place Chargor making such dividend, distribution or payment and where such dividend, distribution or payment is made from monies standing to the credit of the General Account which has been released to the Portland Place Chargor in accordance with the terms of the Facility Agreement) to receive and retain all dividends, distributions and other amounts paid on or derived from any Investments or Investment Rights.
- (c) After the occurrence of an Event of Default which is continuing, the Security Trustee shall be entitled (without any further consent or authorisation on the part of any Chargor):
 - (i) to complete all instruments of transfer referred to in paragraph (a)(i) above and otherwise have any Investments registered in its name or the name of its nominee. The Chargors shall promptly do all things as may be necessary or desirable to register any Investments in the name of the Security Trustee or its nominee as the Security Trustee may request from time to time;
 - (ii) to request that the relevant Chargor instructs any clearance system, settlement system, custodian or similar person to transfer any Investments held by it for the applicable Chargor or its nominee to an account of the Security Trustee (or its nominee) with that system or person (or as otherwise directed by the Security Trustee). The relevant Chargor shall promptly give all such instructions as requested by the Security Trustee;
 - (iii) to receive and retain all dividends, distributions and other amounts in respect of or derived from any Investments or Investment Rights and to the extent such dividends, distributions and/or other amounts are received by or on behalf of the relevant Chargor such amounts shall be held on trust for the Security Trustee and shall immediately be paid into an account designated by the Security Trustee; and

- (iv) in the name of the applicable Chargor, to exercise or direct (or refrain from exercising or directing) the exercise of the voting and other rights and powers attached to any Investments or Investment Rights in such manner as it considers fit (including any rights to nominate or remove any director),

and the relevant Chargor shall accept short notice for and attend any shareholders' meetings relating to the Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Investments as the Security Trustee may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Liabilities.

- (d) Nothing in this Clause 5.9 (Investments) shall in any manner whatsoever restrict the Security Trustee or any nominee for the time being of the Security Trustee from exercising (or refraining from exercising) any rights and powers in such manner as it shall in its absolute discretion determine for the purposes of preserving its rights or preserving or realising all or any part of the Security created under this Deed. The Chargors agree that no Secured Party shall have any liability for:
 - (i) any loss arising out of or in connection with the exercise (or non-exercise) of any rights or powers attaching or accruing to any Investments which may be exercised by any Secured Party under this Deed;
 - (ii) failing to attend or vote at any meetings relating to any Investment;
 - (iii) any negligence or default by its nominee;
 - (iv) failing to accept any offer relating to any Investment; or
 - (v) failing to notify the relevant Chargor of any matter or communication relating to any Investment.
- (e) The Security Trustee is not obliged at any time:
 - (i) to make any payment;
 - (ii) to make any enquiry as to the nature or sufficiency of any payment received by it or the relevant Chargor;
 - (iii) to take any steps to preserve any rights of any person;
 - (iv) to exercise any power conferred on it by this Deed;
 - (v) to present or file any claim or take any other action to collect or enforce the payment of any amount to which it or any other person may be entitled,

in each case in respect of any Investment or other Charged Asset.

- (f) Each Chargor shall on the date of this Deed terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Investment or Investment Right and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investment or Investment Right without the prior written consent of the Security Trustee;
 - (ii) immediately upon receipt, forwards to the Security Trustee all communications or other information received in respect of any Investment or Investment Right for which it has been so nominated.
- (g) No Chargor shall, during the Security Period, exercise any rights to nominate any person (other than the Security Trustee) to enjoy or exercise any rights relating to any Investment or Investment Right.
- (h) The Chargors shall not, without the prior written consent of the Security Trustee, amend or agree to the amendment of the memorandum or articles of association relating to, or the rights or liabilities attaching to, any Investments.

5.10 Intellectual Property

Each Chargor shall:

- (a) promptly provide to the Security Trustee details of any Intellectual Property that is required to conduct all or any part of its business, unless such details are set out in Schedule 9 (Scheduled Intellectual Property);
- (b) if requested by the Security Trustee (acting reasonably) at any time, at that Chargor's cost, register the interest of the Secured Parties in all or any part of any Intellectual Property and execute all documents and do all acts as the Security Trustee may reasonably require to record the interest of the Security Trustee in any registers relating to any Intellectual Property;
- (c) preserve, maintain and renew as and when necessary all Intellectual Property required by it for carrying on its business and not deliberately or recklessly commit or omit any act which may depreciate, prejudice or diminish the value of any Intellectual Property; and
- (d) promptly notify the Security Trustee of any infringements of any Intellectual Property and take all steps as may be necessary to prevent such infringement and/or to recover damages in respect thereof.

5.11 Relevant Documents

- (a) Each Chargor shall:

- (i) perform all its obligations under the Relevant Documents;
 - (ii) promptly and diligently enforce, pursue, institute and prosecute all of its rights under the Relevant Documents as may be necessary or advisable to preserve, enforce or protect its and each Secured Party's rights and interests in relation to any Charged Asset;
- (b) Subject to the terms of the Facility Agreement, no Chargor shall;
 - (A) amend, vary, modify, waive or release any material provision of any Relevant Document or agree to do so;
 - (B) rescind, cancel, terminate, frustrate, repudiate or otherwise end any Relevant Document; or
 - (C) do or knowingly permit anything to be done which may make any Relevant Document void or voidable;
- (c) Each Chargor shall notify the Security Trustee (promptly upon becoming aware of the same) of any breach or default or the exercise of any right of rescission or termination under any Relevant Document on the part of itself or any other party, together with its proposals (where relevant) for remedying any breach or default on its part. Subject to the Security Trustee's approval of such proposals, the applicable Chargor shall immediately implement them at its own expense to the satisfaction of the Security Trustee.
- (d) Subject to the terms of the Facility Agreement, any payments received by a Chargor under or in respect of any Relevant Document shall immediately be paid into an Account designated by the Security Trustee and shall be applied in accordance with the terms of the Finance Documents. Pending such application, the relevant Chargor shall hold all such amounts on trust for the Security Trustee.

5.12 Insurance

Each Chargor shall comply with its, and ensure compliance by each of its Subsidiaries with its, respective obligations in relation to insurance contained in the Facility Agreement.

5.13 Payment obligations

The Chargors shall punctually pay, and indemnify each Secured Party against, all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of any Charged Asset or by any owner or occupier of any Charged Asset.

5.14 Information

The Chargors shall produce to the Security Trustee promptly upon becoming aware of them, the details of and such documents or information relating to (i) the

Charged Assets as the Security Trustee (acting reasonably) may from time to time request and (ii) a copy of any notice or proceedings served by any person on the Chargors concerning any Charged Asset or of any litigation, arbitration or administrative proceedings which are current, threatened or pending against or relating any of to any Charged Asset and which, if adversely determined, are reasonably likely to have a Material Adverse Effect.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties

Each Chargor makes the representations and warranties set out in this Clause 6 (Representations and Warranties) to each Finance Party on the date of this Deed and in accordance with Clause 6.10 (Repetition).

6.2 General

(a) No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency are reasonably likely to be adversely determined and which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry) been started or threatened against it or in respect of any of the Charged Assets.

(b) No:

(i) corporate action, legal proceeding or other procedure or step described in paragraph (a) of Clause 24.7 (Insolvency proceedings) of the Facility Agreement; or

(ii) creditors' process described in Clause 24.8 (Creditors' process) of the Facility Agreement,

has been taken or, to the knowledge of the Portland Place Chargor, threatened in relation to a Chargor; and none of the circumstances described in Clause 24.6 (Insolvency) of the Facility Agreement applies to any of the Chargors.

(c) Neither it nor any of its assets is entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding. Its entry into this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes.

6.3 Charged Assets

(a) It has good title which it has charged or assigned, or purported to charge or assign, under clause 3 above to and is the sole legal and beneficial owner of the Charged Assets.

- (b) No Charged Asset is subject to any Security (other than any Security granted or expressly permitted under this Deed or any other Finance Document).
- (c) It has the power to enter into, exercise its rights under, perform and deliver and grant Security under, this Deed and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (d) It has not sold, transferred or otherwise disposed of the benefit of or agreed to sell, transfer or otherwise dispose of the benefit of any of its rights, title and interest in and to any of the Charged Asset which it has charged or assigned, or purported to charge or assign, (other than as expressly permitted under this Deed or any other Finance Document).

6.4 **Nature of Security**

Subject to the Legal Reservations, this Deed creates the Security it purports to create and that Security is not liable to be avoided or otherwise set aside on the Chargors' liquidation or administration or otherwise.

6.5 **Mortgaged Land**

- (a) The Chargor named as the owner of each Property in Schedule 1 (Mortgaged Land):
 - (i) (subject to registration of any relevant transfer under the Land Registration Act 2002) is the legal and beneficial owner of that Property; and
 - (ii) has good and marketable title to that Property,

in each case free from Security (other than those created by or pursuant to the Security Documents) and restrictions and onerous covenants (other than those set out in the Property Report in relation to that Property).
- (b) No other person has any legal or beneficial interest in, or rights on or over, any Mortgaged Land.
- (c) On the date of this Deed, except for the Mortgaged Land set out in Schedule 1 (Mortgaged Land), no Chargor owns any estate or interest in any Land.

6.6 **Investments**

- (a) The Scheduled Investments are fully paid and represent the entire issued share capital of each relevant company.

- (b) There are no moneys or liabilities outstanding or payable by the Chargors in respect of any Investments and no such moneys or liabilities may become payable in the future.

6.7 **Relevant Documents**

- (a) The obligations expressed to be assumed by it in each Relevant Document to which it is a party are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations
- (b) Neither it nor (to the best of its knowledge and belief) any other party to any Relevant Document is in breach of or in default of any of the terms and conditions of such Relevant Document.
- (c) The documents delivered to the Security Trustee prior to the date of this Deed contain all of the agreements or arrangements concluded between the Chargors and each other party to the Relevant Documents with respect to the transactions contemplated in the Relevant Documents.
- (d) It is not aware of any circumstances in which any other party to any Relevant Document would be entitled not to honour or otherwise to avoid its obligations under that Relevant Document.

6.8 **Intellectual Property**

- (a) It is the sole legal and beneficial owner of all Intellectual Property necessary for it to carry on its business free from all options and other rights in favour of third parties (except as expressly permitted or created under the Finance Documents).
- (b) It is not aware of any infringement or threatened infringement of any Intellectual Property.

6.9 **Adverse Claims**

It has not received or acknowledged notice of any adverse claim by any person in respect of the amount from time to time standing to the credit of either the Rent Account or the General Account

6.10 **Repetition**

The representations and warranties set out in this Clause 6 (Representations and Warranties) (excluding those set out in Clause 6.2(b)) are deemed to be repeated by each Chargor, by reference to the facts and circumstances then existing, on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

7. ENFORCEMENT OF SECURITY

7.1 Enforcement

The Security created by this Deed shall become immediately enforceable and the statutory power of sale and all other statutory powers conferred on mortgagees by section 101 of the Act (as varied and extended by this Deed) shall be exercisable:

- (a) upon the occurrence of an Event of Default; or
- (b) upon request from a Chargor,

and at any time thereafter.

7.2 General

- (a) For the purposes of all powers implied or conferred by statute (including the power of sale and other powers conferred by section 101 of the Act (as varied and extended by this Deed)) and all other powers conferred on a mortgagee by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Sections 93 (restricting the right of consolidation) and 103 (restricting the power of sale) and the restrictions contained in section 109(1) (restricting the appointment of a receiver) of the Act shall not apply to this Deed.
- (c) After the Security created under this Deed has become enforceable, the Security Trustee and any Receiver may enforce all or any part of the Security created under this Deed in any manner it sees fit.
- (d) Neither the Security Trustee nor any Receiver will be liable:
 - (i) by reason of entering into possession of any Charged Asset or the exercise of any right, to account as mortgagee in possession; or
 - (ii) for any loss on realisation of any Charged Asset or arising from the manner in which the Security Trustee or any Receiver enforces or refrains from enforcing the Security created under this Deed; or
 - (iii) for any default or omission for which a mortgagee in possession might be liable; or
 - (iv) to take action to collect any money or enforce any rights comprised in the Charged Assets whether or not it is in possession of the relevant Charged Asset.

7.3 Prior Security

The Security Trustee may at any time after the Security created under this Deed has become enforceable redeem (or procure the transfer to itself of the benefit of)

any prior Security over any Charged Asset and may settle and pass the accounts of the holder of the prior Security. Any accounts so settled and passed shall (save in respect of any manifest error) be conclusive and binding on the Chargors. All principal moneys, interest, costs, charges and expenses of and incidental to the redemption and transfer shall be Secured Liabilities and shall be payable by the Chargors to the Security Trustee on demand.

7.4 **Right of appropriation**

- (a) To the extent that any Charged Asset constitutes "financial collateral" and this Deed and the Security created and the obligations of the Chargors under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No 3226) (the "**Regulations**")) the Security Trustee shall have the right, at any time after the Security created under this Deed has become enforceable, to appropriate with immediate effect by notice in writing to the relevant Chargor all or any part of such financial collateral in or towards payment and/or discharge of the Secured Liabilities in such order as the Security Trustee in its absolute discretion may determine.
- (b) The Parties agree that the value of any financial collateral appropriated under paragraph (a) shall be:
 - (i) in the case of cash, the amount standing to the credit of the relevant account, together with any accrued but unposted interest, at the time the right of appropriation is exercised;
 - (ii) in the case of Investments, Investment Rights and any other financial collateral, their market price at the time the right of appropriation is exercised as determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation.

The Parties agree that the methods of valuation for financial collateral set out in this Deed constitute commercially reasonable methods of valuation for the purposes of the Regulations.

- (c) The Security Trustee shall account to the Chargors for any amount by which the value of any appropriated Charged Assets exceeds the Secured Liabilities and the Chargors shall remain liable to the Security Trustee for any amount by which the value of any appropriated Charged Assets is less than the Secured Liabilities.

8. **RECEIVERS AND ADMINISTRATORS**

8.1 **Appointment**

- (a) At any time after the Security created by this Deed becomes enforceable the Security Trustee may without prior notice to a Chargor from time to time by deed or otherwise in writing signed by any officer or manager of the

Security Trustee or any person authorised for this purpose by the Security Trustee appoint:

- (i) any one or more qualified persons (whether or not an employee of the Security Trustee) to be an administrative receiver, receiver or receiver and manager of any Charged Asset (and to the extent permitted by law none of the restrictions imposed by the Act in relation to the appointment of such persons or to the giving of notice or otherwise shall apply); or
 - (ii) when permitted by law, any one or more qualified persons to be an Administrator of a Chargor.
- (b) An appointment over part only of the Charged Assets shall not preclude the Security Trustee from making any subsequent appointment of a Receiver over any other Charged Asset.
- (c) If at any time and by virtue of any appointment under this Clause 8.1 (Appointment) any two or more persons shall hold office as a Receiver, each such person shall (unless otherwise provided in any relevant deed or other instrument of appointment) be jointly and severally entitled to exercise all the powers and discretions conferred by this Deed on a Receiver.
- (d) An appointment of an Administrator under this Deed may be made by any method provided under the Insolvency Act 1986.
- (e) In this Clause 8.1 (Appointment), "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an Administrator or Receiver, as appropriate, of a Chargor.

8.2 Removal

The Security Trustee may (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in its place.

8.3 Remuneration

Subject to section 36 of the Insolvency Act 1986, the Security Trustee may either at the time of appointment of any Receiver or at any time thereafter and from time to time fix the remuneration of such Receiver. The maximum rate specified in section 109(6) of the Act will not apply.

8.4 Receiver as agent

- (a) Any Receiver appointed under this Deed shall so far as the law permits be the agent of the applicable Chargor for all purposes.
- (b) The relevant Chargor shall be solely responsible for any Receiver's acts, omissions, defaults, losses, liabilities, remuneration, costs, charges and

expenses and liable on any contracts or engagements made or entered into by any Receiver, failing which he shall act as principal and shall not be or become agent for the Agent.

- (c) No Finance Party will incur any liability (either to the Chargors or to any other person) by reason of the appointment of any Receiver.

8.5 Exercise of Receiver's powers by Security Trustee

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

8.6 Powers of Receiver

Any Receiver appointed under this Deed shall have power, in addition to any powers conferred upon it by law and in each case as he may think fit:

- (a) to enter upon, take possession of, appropriate, collect, require payment to it under, and get in any Charged Asset and for that purpose to take any proceedings in the name of the relevant Chargor or otherwise;
- (b) to manage, carry on or concur in carrying on all or any part of the business of the relevant Chargor;
- (c) to effect and maintain insurances in respect of all or any part of the business and assets of the relevant Chargor;
- (d) to commence and/or complete any repairs, improvements and building operations on any Mortgaged Land and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences;
- (e) to complete any transaction under any Relevant Document and satisfy the obligations and liabilities of the relevant Chargor under any Relevant Document or otherwise in connection with any Charged Asset insofar as it is able;
- (f) to raise or borrow money from any person (including any Finance Party) on any terms, with or without Security on any Charged Asset, and whether ranking in priority to the Security created under this Deed or otherwise;
- (g) in the name of and on behalf of the relevant Chargor, to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of, convert into money, deal with or realise any Charged Assets (whether by public auction, private contract or otherwise) on such terms and for such consideration (which may consist of cash and/or any assets (or any combination of assets) (including shares, debentures, securities or other obligations and/or

interests in any entity)) payable at such time or times as he may think fit. Any consideration other than cash shall on receipt be charged under this Deed with the payment and discharge of all Secured Liabilities;

- (h) to sever from the premises to which they are annexed and sell separately any plant, machinery and other fixtures;
- (i) to lease or licence any of the Charged Assets or vary or surrender leases or licences or accept surrenders of leases or licences of any Charged Asset in each case on such terms and conditions and for such rent or fee payable at such time or times as he may think fit (and without the need to comply with sections 99 and 100 of the Act);
- (j) to settle, adjust, arrange, compromise and submit to arbitration any accounts, claims, questions, disputes or demands which may arise in relation to the relevant Chargor, its business, the Charged Assets or the Security created under this Deed;
- (k) to bring, prosecute, enforce, defend, compromise, submit to arbitration, abandon and discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the relevant Chargor, its business, the Charged Assets or the Security created under this Deed;
- (l) to disclaim, abandon or disregard any outstanding contracts of the relevant Chargor and to allow time for payment of any debts owed to that Chargor, whether with or without Security;
- (m) to give valid receipts for all moneys and execute all documents, assurances and things which may be necessary or desirable for realising the Charged Assets;
- (n) to make calls, conditionally or unconditionally, on the members of the relevant Chargor in respect of its uncalled capital;
- (o) to form or establish Subsidiaries of a Chargor and to transfer to any Subsidiary of the relevant Chargor the whole or any part of the Charged Assets;
- (p) to lend money or advance credit to any customer of the relevant Chargor, to enter into bonds, covenants, undertakings, commitments, guarantees, indemnities or other agreements and to make all requisite payments to effect, maintain or satisfy the same;
- (q) to appoint (and discharge) managers, officers, employees, contractors, workmen, agents and advisers for any purpose upon such terms as to remuneration or otherwise as he may determine and to discharge any person appointed by the relevant Chargor;
- (r) to do all such other acts and things as he may consider, in his absolute discretion:

- (i) necessary or desirable for the realisation of any Charged Asset; or
- (ii) incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (s) generally to exercise all or any powers conferred by the Insolvency Act 1986 on administrative receivers (whether or not he is an administrative receiver, provided that if he is not an administrative receiver any powers conferred on administrative receivers under the Insolvency Act 1986 shall be exercisable by the Receiver in respect of the Charged Assets only) and/or other receivers;
- (t) generally to use the name of the relevant Chargor in the exercise of any of the powers conferred by this Clause 8.6 (Powers of Receiver); and
- (u) generally to exercise all the powers and rights of an absolute beneficial owner of the Charged Assets and do or omit to do anything which the relevant Chargor could do or omit to do,

provided that any Receiver shall in the exercise of his powers, authority and discretions conform to any directions from time to time given by the Security Trustee. To the extent permitted by law no Receiver or other Secured Party shall have any responsibility or liability to the relevant Chargor or any other person arising out of the exercise or non-exercise of any powers conferred on it by this Clause 8.

8.7 Application of proceeds

All moneys received by the Security Trustee or any Receiver after the Security created by this Deed becomes enforceable shall be applied (subject to any liabilities having priority to the Secured Liabilities and subject to the terms of the Facility Agreement) in the following order:

- (a) in or towards payment of the costs, losses, liabilities, charges and expenses incurred in connection with this Deed by the Security Trustee or any Receiver and the exercise of any of such person's powers and of all outgoings paid by such person (including preferential debts) and in payment to any Receiver of such remuneration as may be agreed between that Receiver and the Security Trustee at, or at any time and from time to time after, the Receiver's appointment in accordance with the terms of this Deed;
- (b) in or towards satisfaction of the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the relevant Chargor or any other person entitled to it.

This Clause 8.7 (Application of proceeds) does not prejudice the right of any Secured Party to recover any shortfall from the Chargors.

8.8 Statutory powers

The powers conferred on mortgagees or receivers by the Act shall apply to any Receiver as if such powers were incorporated into this Deed except in so far as they are expressly excluded. If there is any ambiguity or conflict between the powers contained in the Act and those contained in this Deed, the terms of this Deed shall prevail.

9. PROTECTION OF THIRD PARTIES

9.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Act) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred upon the Security Trustee by the Act, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

9.2 No enquiry required

No purchaser or other person dealing with the Security Trustee or a Receiver shall be bound or concerned to enquire how any money paid to the Security Trustee or to any Receiver is to be applied or:

- (a) whether any power exercised or purported to be exercised under this Deed has arisen, become exercisable or is being properly exercised;
- (b) whether any Secured Liabilities are or have become due or payable; or
- (c) as to the propriety or regularity of any sale by or other dealing with the Security Trustee or any Receiver,

or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effective.

10. FURTHER ASSURANCE

The Chargors shall, at their own expense, at any time on written demand by the Security Trustee or any Receiver take whatever action the Security Trustee or any Receiver may require:

- (a) to create, perfect, protect or maintain any Security created or intended to be created under this Deed including the making of any filings necessary to grant priority to the security and provide evidence of the same to the Security Trustee within 5 Business Days;
- (b) to affix to or to endorse on any Charged Assets labels, signs, memoranda or other recognisable identification markings referring or drawing attention to the Security created under this Deed;

- (c) to create and/or perfect Security in favour of the Security Trustee over the Chargors' assets located in any jurisdiction outside England and Wales which are intended to form part of the Charged Assets and which are not subject to effective Security under any other Transaction Security Document; and
- (d) to facilitate:
 - (i) the realisation of any Charged Asset;
 - (ii) the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver in respect of any Charged Asset or otherwise under this Deed; and/or
 - (iii) the enforcement of the Security created under this Deed,

including the execution of any legal mortgage, charge, transfer, conveyance or assignment of any asset to the Security Trustee or its nominee, the giving of any notice, order or direction and the making of any filing or registration, in each case which the Security Trustee or any Receiver considers expedient.

11. POWER OF ATTORNEY AND DELEGATION

11.1 Power of Attorney

Each Chargor irrevocably and by way of security for the Secured Liabilities appoints the Security Trustee and any Receiver acting jointly and severally as its attorney, with full power of substitution and delegation, in its name, on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect any deed, assurance, agreement and instrument, and to do any other act or thing, which may be required of that Chargor under this Deed or may be deemed by such attorney necessary for any purpose under this Deed but which that Chargor has failed to do (taking into account any applicable time period). Each Chargor hereby ratifies and confirms and shall ratify and confirm whatever any attorney appointed under this Clause 11.1 (Power of attorney) does or purports to do under this Clause 11.1 (Power of attorney)

11.2 Delegation

The Security Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which the Security Trustee or any Receiver may think fit. Neither the Security Trustee nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

11.3 Indemnity and liability

- (a) Each Chargor irrevocably and unconditionally undertakes to indemnify (on an after-tax basis) the Security Trustee as its attorney and each Receiver

and Delegate appointed from time to time by the Security Trustee as its attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the proper exercise, or the proper purported exercise, of any of the powers conferred by this Clause 11 ("**Indemnified Loss**") provided that the Chargors shall not be obliged to indemnify the Security Trustee as its attorney, or as the case may be, such Receiver or Delegate for any Indemnified Loss which arises as a result of the Security Trustee's (as its attorney) or such Receiver's or Delegate's wilful misconduct or gross negligence.

- (b) The provisions of paragraph (a) above shall continue in force after the revocation or termination, howsoever arising, of the power of attorney granted by each Chargor pursuant to this Clause 11.
- (c) The Security Trustee (as each Chargor's attorney) shall not be liable (including, without limitation, for negligence or any other category of liability whatsoever) to each Chargor or any Finance Party for any action taken by it under or in connection with this Clause 11 unless directly caused by its gross negligence or wilful misconduct.

12. **INDEMNITIES**

All moneys received or held by the Security Trustee or any Receiver under this Deed may be converted into such currency as the Security Trustee or any Receiver considers necessary or desirable to satisfy and discharge the Secured Liabilities in full. The Chargors shall indemnify the Secured Parties against all losses, liabilities, costs and expenses (including legal fees) and any VAT thereon incurred, directly or indirectly, in relation to such conversion. No Secured Party shall have any liability to the Chargors in respect of any loss resulting from any fluctuation in exchange rates before or after any such conversion. The Chargors waive any right they may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

13. **PRESERVATION OF SECURITY**

13.1 **Continuing security**

The Security created under this Deed shall be a continuing security for the payment and discharge of the Secured Liabilities and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment, discharge or satisfaction of all or any part of the Secured Liabilities.

13.2 **Reinstatement and avoidance of payments**

- (a) Any settlement or discharge between any Secured Party and the Chargors in respect of the Secured Liabilities shall be conditional upon no Security of, or payment to, the Secured Parties (whether made by the Chargors or otherwise) being avoided, reduced or required to be refunded or paid away by virtue of any requirement (whether or not having the force of law) or enactment, whether relating to bankruptcy, insolvency, liquidation,

administration or otherwise, at any time in force or by virtue of any obligation to give effect to any preference or priority.

- (b) If any settlement or discharge is so avoided, reduced, refunded or paid away the liability of the Chargors and the Security created under this Deed shall continue, and the Secured Parties shall be entitled to recover the value or amount of any such payment or Security from the Chargors, in each case as if such settlement, discharge, refund or payment had not occurred.
- (c) Each Secured Party may concede or compromise any claim that any payment, Security or other disposition is liable to avoidance or restoration.

13.3 Appropriation and suspense account

- (a) Each Secured Party (or any trustee or agent on its behalf) may:
 - (i) (subject to the terms of Clause 8.7 (Application of proceeds)) appropriate and apply any money or payments received in respect of the Secured Liabilities in reduction of any part or parts of the Secured Liabilities as it may think fit in its absolute discretion;
 - (ii) apply and enforce, or refrain from applying or enforcing, any other Security or rights held or received by it in respect of the Secured Liabilities, in such manner and order as it may think fit (whether against the Secured Liabilities or otherwise) and the Chargors shall not be entitled to the benefit of the same.
- (b) Any Finance Party (or any Receiver) may hold in a suspense or impersonal account until the Secured Liabilities have been irrevocably discharged in full any money received from the Chargors or on account of the Secured Liabilities without any obligation to appropriate or apply all or any part of it.

13.4 Additional security

The Security created by this Deed is in addition to and shall not merge with or prejudice, and will not be excluded or prejudiced in any way by, any other Security or other contractual, legal or equitable right whatsoever now or in the future held by any Secured Party for any of the Secured Liabilities or otherwise.

13.5 Waiver of defences

The obligations of the Chargors and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 13.5 (Waiver of defences), would reduce, release or prejudice any of its obligations or such Security (whether or not known to it, any Finance Party or any other person) including:

- (a) any time, waiver or consent granted to, or composition with, any person;

- (b) the release of any person under the terms of any composition or arrangement with any creditor of any person;
- (c) the taking, variation, compromise, exchange, crystallisation, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over any assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or Security (including any change in the purpose of, any extension of, or any increase in any facility or the addition of any new facility under, any Finance Document or other document or Security);
- (f) any unenforceability, illegality, invalidity or determination of any obligation of any person under any Finance Document or any other agreement, document or Security; or
- (g) any insolvency or similar proceedings.

13.6 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person or Chargor before claiming against it under this Deed or enforcing any Security created by such Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.7 **Non-competition**

Unless the Security Trustee otherwise directs, the Chargors shall not at any time during the Security Period exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any other person or other Chargor;
- (b) to claim any contribution from any guarantor of the Secured Liabilities or any person's obligations under any Finance Document;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Finance Document or of any other guarantee or Security taken pursuant to, or in connection with, any Finance Document by any Finance Party;

- (d) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity or granted any Security under this Deed;
- (e) to exercise any right of set-off against any other person or Chargor; and/or
- (f) to claim or prove as a creditor of any person or Chargor in competition with any Finance Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by it under or in connection with this Deed to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Trustee or as the Security Trustee may direct for application in accordance with Clause 8.7 (Application of proceeds).

14. **GENERAL**

14.1 **Notices**

- (a) Any notice or other communication made in connection with this Deed must be in English.
- (b) Any demand, notice or other communication under or in connection with this Deed shall be made or given in accordance with the provisions of the Facility Agreement.

14.2 **Certificates**

A certificate, determination, notification or opinion of any Secured Party as to the amount of any of the Secured Liabilities or any other matter connected with this Deed (or the Security created by this Deed) shall, in the absence of manifest error, be conclusive evidence of the matters to which it relates.

14.3 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither:

- (a) the legality, validity or enforceability of the remaining provisions of this Deed in that jurisdiction; nor
- (b) the legality, validity or enforceability of that or any other provision of this Deed under the law of any other jurisdiction,

will in any way be affected or impaired.

14.4 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

14.5 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Each counterpart is an original but all counterparts shall together constitute one and the same instrument.

14.6 Third party rights

Unless expressly provided to the contrary in this Deed, a person who is not a Party (other than the Secured Parties and their permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

14.7 Deed

It is intended that this Deed takes effect as a deed notwithstanding the fact that a Party may only execute it under hand.

14.8 Transfer by the Security Trustee

The Security Trustee may at any time assign all of its rights or transfer all of its rights and obligations under this Deed to a replacement Security Trustee appointed in accordance with the terms of the Finance Documents.

14.9 No transfer by the Chargors

No Chargor shall assign any of its rights or novate or otherwise transfer any of its rights and obligations under or interests in this Deed.

15. GOVERNING LAW

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

16. JURISDICTION

16.1 Enforcement

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including claims for set-off and counterclaim and any dispute regarding the existence, validity or termination of this Deed and any non-contractual obligations arising out of or in connection with it) (a **"Dispute"**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and no Party will argue to the contrary.
- (c) This Clause 16.1 (Enforcement) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been signed by the Security Trustee and duly executed as a deed by the Chargor and is intended to be and is delivered on the date first above written.

SCHEDULE 1

Mortgaged Land

Owner	Land
Coffer Investments Portland Place Limited	52 Portland Place, London, W1B 1NH with title number NGL545571
Colindale Hyde Limited	The Hyde, Colindale, Edgware Road, NW9 0JJ with title number MX95149
Colindale Hyde Limited	5 - 6 Castle Square & 14-15 Strand, Swansea, SA1 1DH with title numbers WA809917; WA93453; and WA71886
Doncaster Balby Limited	Balby Road Retail Park, Sandford Road, Doncaster, DN4 8EU with title number SYK506218
Riding House Property Investments Limited	7-11 Bull Plain, Town Centre, Hertford, SG14 1DY with title number HD329881
The Trustees of the Baron Pension Scheme	1-8 Prince Albert Street, 16-17a Black Lion Street, Brighton, BN1 1HE with title numbers: ESX132445 and ESX147771
Mr David Coffer & Mrs Ruth Coffer	Central Chambers; Wood Street, Henley Street & Cooks Alley, Stratford upon Avon, CV37 6QN with title number WK458199

SCHEDULE 2

Part 1: Form of Notice of Assignment for Contracts

[On the letterhead of the relevant Chargor]

To: ●

Attention: ●

Dated: ● 2015

Dear Sirs

We hereby give you notice that by a deed dated ● (the "**Debenture**"), we have assigned to **Mount Street Mortgage Servicing Limited** of New City Court, 20 St. Thomas Street, London, SE1 9RS (the "**Security Trustee**") by way of security all of our rights, title and interest in and to the ● dated ● between ● in respect of ● (the "**Contract**").

Our duties and obligations under the Contract have not been novated and we remain responsible to you for all such duties and obligations. Save as otherwise set out below, you may continue to deal with us in relation to the Contract until you receive notice to the contrary from the Security Trustee. Thereafter we will cease to have any right to deal with you in relation to the Contract and from that time you should deal only with the Security Trustee.

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

You are authorised to disclose information in relation to the Contract to the Security Trustee on its request and you shall send copies of all notices and other information sent or delivered under the Contract to the Security Trustee.

From the date of this letter until you receive notice from the Security Trustee that an event of default is continuing under the Debenture, all sums payable to us under the Contract should be paid to the following account:

[]

Neither the Security Trustee nor any receiver, delegate or sub-delegate appointed by it shall have any liability under the Contract.

These instructions may not be varied or revoked without the prior written consent of the Security Trustee.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 7 days of receiving this letter by sending a letter in the enclosed form direct to the Security Trustee at its above address marked for the attention of ●.

Yours faithfully

Director/Duly Authorised Signatory

Part 2: Form of Acknowledgement for Contracts

[On the letterhead of the Contract Party]

To: Mount Street Mortgage Servicing Limited
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

We acknowledge receipt of a notice dated ● (the "Notice") and addressed to us by ● in relation to the Contract (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We have not received any other notice of any assignment of, or any Security or the interest of any third party other than the Security Trustee in, the Contract.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

Director/Duly Authorised Signatory

SCHEDULE 3

Part 1: Form of Notice of Charge for Charged Accounts

[On the letterhead of the Portland Place Chargor]

To: Coutts & Co ("**Coutts**")

Address: ●

Attention: ●

From: Coffer Investments Portland Place Limited

Dated: ● 2015

Dear Sirs

We give you notice that by a deed dated ●, we have further charged to Mount Street Mortgage Servicing Limited of New City Court, 20 St. Thomas Street, London, SE1 9RS (the "**Security Agent**") by way of security all our interest and rights in respect of the following accounts (the "**Charged Accounts**") held by us with you:

Account Name: []

Account Number: []

Sort Code: []

(the "**Rent Account**")

Account Name: []

Account Number: []

Sort Code: []

(the "**General Account**")

We irrevocably and unconditionally instruct and authorise you (without any further permission from us and notwithstanding any previous instructions which we may have given you to the contrary):

1. to disclose to the Security Agent such existing information relating to the Charged Accounts as the Security Agent may from time to time request;

2. following receipt by you of notice from the Security Agent to hold the sums standing to the credit of the General Account from time to time to the order of the Security Agent;
3. following receipt by you of notice from the Security Agent, to act in accordance with any instructions from time to time received by you in writing from the Security Agent to release (or to allow the Security Agent to withdraw) the sums standing to the credit of the General Account from time to time;
4. following receipt by you of notice from the Security Agent not to permit any withdrawal by us or any other person than the Security Trustee of any sums standing to the credit of the General Account without the prior written consent of the Security Agent; and
5. following receipt by you of any of the notices referred to above, to inform the Security Agent of any right or interest in the General Account and/or the debt represented thereby of which you become aware.

All notices, statements or instructions may be relied upon by you provided that they purport to be signed by an authorised signatory of the Security Agent.

Until such time as the Security Agent gives notice to you, we shall remain free to deal with the General Account.

The Security Agent hereby undertakes that, for so long as it remains appointed in its capacity as security agent under or in respect of a facility agreement dated 28 November 2014 and made available to Coffey Investments Portland Place Limited as amended and restated dated on or about the date of this notice, it shall not exercise any rights or make any claims against Coutts in respect of payments made from the Rent Account on the Security Agent's instructions, or, in respect of the General Account, following notification from the Security Agent to act in accordance with the Security Agent's instructions, to any creditor which are subsequently set aside, unwound or challenged by a liquidator or administrator following the our insolvency.

These instructions may not be varied or revoked without the prior written consent of the Security Agent.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 7 days of receiving this letter by sending a letter in the enclosed form direct to the Security Agent at its above address marked for the attention of ●.

Yours faithfully

Director/Duly Authorised Signatory

Coffer Investments Portland Place Limited

Acknowledged by:

Director/Duly Authorised Signatory

Mount Street Mortgage Servicing Limited

Part 2: Form of Acknowledgement for Charged Accounts

[On the letterhead of Coutts]

To: Mount Street Mortgage Servicing Limited (the "**Security Agent**")
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

We acknowledge receipt of a notice dated ● (the "**Notice**") and addressed to us by Coffer Investments Portland Place Limited (the "**Chargor**") in relation to the Charged Accounts (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We acknowledge and confirm to the Security Agent that:

1. no rights of counterclaim, rights of set-off or any other equities whatsoever have arisen in our favour against the Chargor in respect of the Charged Accounts or any sums standing to credit of either of them and we will not make any claims or demands or exercise any rights of counterclaim, set-off or any other equities whatsoever against the Chargor in respect of the Charged Accounts or any sums standing to the credit of either of them from time to time; and
2. if we receive notification:
 - (a) at any time from the date of this letter that any person other than the signatory of the Security Agent on the mandate for the Rent Account has or will have any right or interest in the Rent Account and/or the debt represented thereby we will as soon as reasonably practicable notify such signatory of the Security Agent of the same (for so long as the Security Agent remains a signatory on the Rent Account); and
 - (b) only following notification from the Security Agent to act in accordance with the Security Agent's instructions in respect of the General Account and while such event is continuing, that any person other than the Security Agent has or will have any right or interest in the General Account and/or the debt represented thereby, we will as soon as reasonably practicable notify the Security Agent of the same.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

Director/Duly Authorised Signatory

SCHEDULE 4

Part 1: Form of Notice for Hedging Arrangements

[On the letterhead of Portland Place Chargor]

To: ●

Attention: ●

Dated: ● 2015

Dear Sirs

We give you notice that by a deed dated ● we assigned to ● of ● (the "**Security Trustee**") by way of security all our rights under [any agreement or arrangement between yourselves and ourselves for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by us in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement]¹ [:

[Insert details of hedging arrangements]]

(the "**Hedging Arrangements**").

We irrevocably instruct and authorise you:

1. to disclose to the Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to the Hedging Arrangements as the Security Trustee may from time to time request;
- 1.1 [following receipt by you of notice from the Security Trustee that the security over the Hedging Arrangements has become enforceable,] to pay any sum payable by you under any Hedging Arrangements to our account with [the Security Trustee] at ●, Account No. ●, Sort Code ●; and
- 1.2 [following receipt by you of notice from the Security Trustee that the security over the Hedging Arrangements has become enforceable,] to accept the Security Trustee's instructions in relation to our rights under the Hedging Arrangements.

These instructions may not be varied or revoked without the prior written consent of the Security Trustee.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 7 days of the date of this letter by sending a letter in

¹ If full details of the hedging agreements are known, include a full description.

the enclosed form direct to the Security Trustee at its above address marked for the attention of ●.

Yours faithfully

Director/Duly Authorised Signatory

Part 2: Form of Acknowledgement for Hedging Arrangements

[On the letterhead of the Hedging Counterparty]

To: Mount Street Mortgage Servicing Limited
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

We acknowledge receipt of a notice dated ● (the "**Notice**") and addressed to us by ● in relation to the Hedging Arrangements (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We have not received any other notice of any assignment of, or any Security or the interest of any third party other than the Security Trustee in, any Hedging Arrangements.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

Director/Duly Authorised Signatory

SCHEDULE 5

Part 1: Form of Notice to Tenants

[On the letterhead of the relevant Chargor]

To: ●

Attention: ●

Dated: ● 2015

Dear Sirs

Re: [Property]

We refer to the lease dated ● and made between ● and ● (the "**Lease**").

We give you notice that by a deed dated ● we have further charged and assigned to Mount Street Mortgage Servicing Limited of New City Court, 20 St. Thomas Street, London, SE1 9RS (the "**Security Trustee**") by way of security all our right, title and interest in and to the Lease and the moneys from time to time due to us under the Lease.

We irrevocably instruct and authorise you, until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us to you, to pay any rent (but not any service charge or other amount) payable by you under the Lease to [our account] / [the account of ●] with ●, Account No. ●, Sort Code ●².

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it within 7 days of the date of this notice by signing the attached acknowledgement and returning it direct to the Security Trustee at its above address marked for the attention of ●.

These instructions may not be varied or revoked without the prior written consent of the Security Trustee.

Yours faithfully

Director/Duly Authorised Signatory

² Insert Rent Account details

Part 2: Form of Acknowledgement from Tenants

[On the letterhead of the Tenant]

To: Mount Street Mortgage Servicing Limited
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

Re: [Property]

We acknowledge receipt of a notice dated ● (the "Notice") and addressed to us by ● (the "**Chargor**") in relation to the Lease (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We confirm that we have not, as at the date of this acknowledgement, received any notice that any third party other than the Security Trustee has or will have any right or interest in, or has made or will make any claim or demand or take any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice).

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

.....
For and on behalf of
[Tenant]

SCHEDULE 6

Part 1: Form of Notice of Assignment for Headlease

[On the letterhead of the relevant Chargor]

To: ●

Attention: ●

Dated: ● 2015

Dear Sirs

We hereby give you notice that by a deed dated ● (the "**Debenture**"), we have assigned to **Mount Street Mortgage Servicing Limited** of New City Court, 20 St. Thomas Street, London, SE1 9RS (the "**Security Trustee**") by way of security all of our rights, title and interest in and to the ● dated ● between ● in respect of ● (the "**Headlease**").

Our duties and obligations under the Headlease have not been novated and we remain responsible to you for all such duties and obligations. Save as otherwise set out below, you may continue to deal with us in relation to the Headlease until you receive notice to the contrary from the Security Trustee. Thereafter we will cease to have any right to deal with you in relation to the Headlease and from that time you should deal only with the Security Trustee.

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

You are authorised to disclose information in relation to the Headlease to the Security Trustee on its request and you shall send copies of all notices and other information sent or delivered under the Headlease to the Security Trustee, and you hereby undertake to notify the Security Trustee of:

(a) any breach by us of the Headlease giving rise to the commencement of forfeiture proceedings; and

(b) the commencement of any forfeiture proceedings by you in respect of the Headlease.

From the date of this letter until you receive notice from the Security Trustee that an event of default is continuing under the Debenture, all sums payable to us under the Headlease should be paid to the following account:

[]

Neither the Security Trustee nor any receiver, delegate or sub-delegate appointed by it shall have any liability under the Headlease.

These instructions may not be varied or revoked without the prior written consent of the Security Trustee.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 7 days of receiving this letter by sending a letter in the enclosed form direct to the Security Trustee at its above address marked for the attention of ●.

Yours faithfully

Director/Duly Authorised Signatory

Part 2: Form of Acknowledgement for Headlease

[On the letterhead of the Landlord under the Headlease]

To: Mount Street Mortgage Servicing Limited
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

We acknowledge receipt of a notice dated ● (the "Notice") and addressed to us by ● in relation to the Headlease(as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We have not received any other notice of any assignment of, or any Security or the interest of any third party other than the Security Trustee in, the Headlease.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Yours faithfully

Director/Duly Authorised Signatory

SCHEDULE 7

Part 1: Form of Notice of Assignment for Insurance

[On the letterhead of the relevant Chargor]

To: ●

Attention: ●

Dated: ● 2015

Dear Sirs

We give you notice that by a deed dated ● (the "**Deed**") we have assigned to **Mount Street Mortgage Servicing Limited** of New City Court, 20 St. Thomas Street, London, SE1 9RS (the "**Security Trustee**") by way of security all of our rights, title to and interests in each of the following policies (including all moneys payable thereunder and the proceeds of all related claims, awards and judgments):

Policy No.

Account

[]

[**Deposit Account details**]

which have been issued to and accepted by us (and all other insurances entered into supplemental to or in replacement of any such policy of insurance) (each a "**Policy**").

We hereby notify and irrevocably instruct you as follows:

1. We will remain liable to perform all our obligations under each Policy and the Security Trustee is under no obligation or liability of any kind whatsoever to any person either under any Policy or in the event of any failure by us to perform our obligations under any Policy. Save as otherwise set out below, you will continue to deal with us in relation to each Policy until you receive notice to the contrary from the Security Trustee. Thereafter we will cease to have any right to deal with you in relation to that Policy and from that time you should deal only with the Security Trustee.
2. Unless and until you receive notice from the Security Trustee in writing to the contrary, you should make all payments arising under a Policy to the relevant bank account listed above, except in the case of:
 - (a) any amounts to be paid under or in connection with any third party liability insurance claim where such amounts are to be paid directly to the third party concerned in satisfaction of such claim;
 - (b) any amounts required by the basis of settlement under any insurance policy or lease document to be paid in connection with a specified property where such amounts are to be paid towards replacing, restoring or

reinstating that property and such amounts shall be paid directly to us into the following bank account: [insert relevant account details];

- (c) any amounts to be paid in connection with loss of rent insurance and such amounts shall be paid directly to us into the following bank account: [insert Rent Account details] ; and
 - (d) any amounts of less than £50,000 in aggregate for one claim where such amounts are to be paid directly to us and are not to be used for any purpose set out in (a) to (c) above, into the following bank account: [insert account details].
- 3. We may not amend, modify, waive, release or terminate any Policy without the prior written consent of the Security Trustee.
 - 4. You are authorised to disclose information in relation to any Policy to the Security Trustee on its request and we hereby instruct you to send to the Security Trustee copies of all notices and other information sent or delivered to us under any Policy.
 - 5. All remedies provided for under any Policy or available at law or in equity are exercisable by the Security Trustee.
 - 6. All rights to compel performance under any Policy are exercisable by the Security Trustee.
 - 7. All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the relevant Policy belong to the Security Trustee.

These instructions may not be varied or revoked without the prior written consent of the Security Trustee.

This letter and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it within 7 days of receiving this letter by sending a letter in the enclosed form direct to the Security Trustee at its above address marked for the attention of ●.

Yours faithfully

Director/Duly Authorised Signatory

Part 2: Form of Acknowledgement for Insurance

[On the letterhead of the Insurer]

To: Mount Street Mortgage Servicing Limited
New City Court
20 St. Thomas Street
London
SE1 9RS

Attention: ●

Dated: ● 2015

Dear Sirs

We acknowledge receipt of a notice dated ● (the "Notice") and addressed to us by ● (the "**Chargor**") in relation to the Policy (as defined in the Notice).

We accept the instructions and authorisations contained in the Notice and undertake to act in accordance and comply with the terms thereof.

We confirm that we have not received notice of any assignment of or charge over any of the rights, title or interest specified in the Notice and will make all payments to the relevant account/accounts specified in the Notice.

We further confirm that:

1. no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination; and
2. no breach or default on the part of the Chargor of any of the terms of the relevant Policy will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

Yours faithfully

Director/Duly Authorised Signatory

SCHEDULE 8

Scheduled Investments

None

SCHEDULE 9

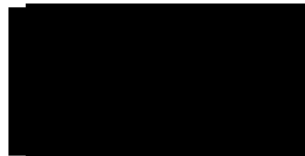
Scheduled Intellectual Property

None

EXECUTION PAGE OF DEBENTURE

THE CHARGORS

SIGNED AS A DEED
by COFFER INVESTMENTS PORTLAND
PLACE LIMITED
acting by DAVID COFFER



Director

In the presence of:

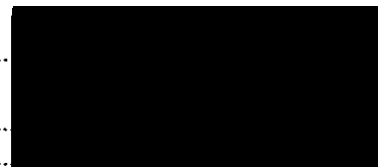


Witness signature:

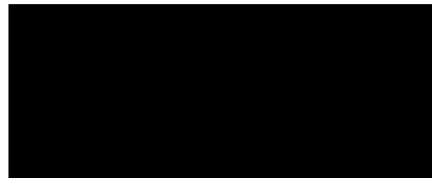
Witness name:

M J Bonethu

Witness address:



SIGNED AS A DEED
by DONCASTER BALBY LIMITED
acting by DAVID COFFER



Director

In the presence of:

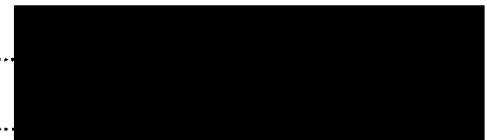


Witness signature:

Witness name:

M J Bonethu

Witness address:



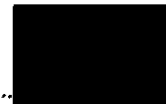
SIGNED AS A DEED
by **RIDING HOUSE PROPERTY**
INVESTMENTS LIMITED
acting by **DAVID COFFER**



Director

In the presence of:

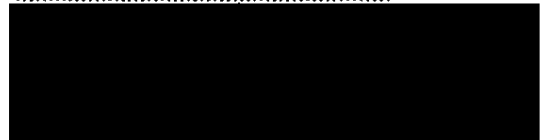
Witness signature:



Witness name:

M J Borchall

Witness address:



SIGNED AS A DEED
by **COLINDALE HYDE LIMITED**
acting by **ADAM COFFER**



Director

In the presence of:

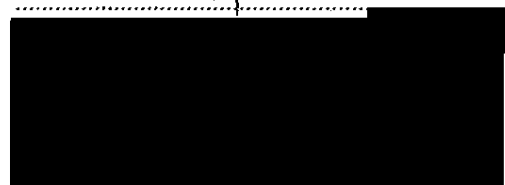
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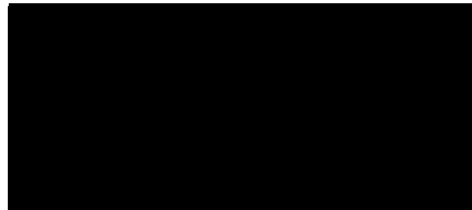
Witness name:

M. J Borchall

Witness address:

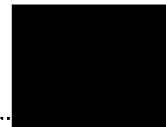


SIGNED AS A DEED by DAVID COFFER
as Trustee for and on behalf of
BARON PENSION SCHEME



In the presence of:

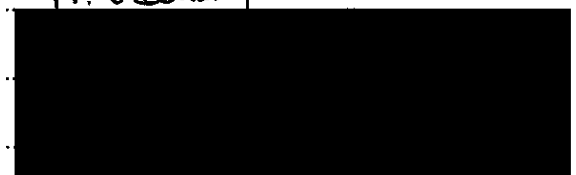
Witness signature:



Witness name:

M. J Bonet

Witness address:



SIGNED AS A DEED by RUTH COFFER
as Trustee for and on behalf of
BARON PENSION SCHEME



In the presence of:

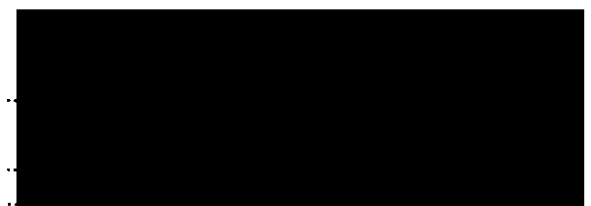
Witness signature:



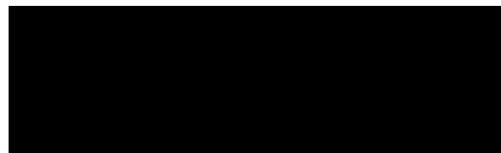
Witness name:

M. J Bonet

Witness address:



SIGNED AS A DEED
by **NSS TRUSTEES LIMITED**
acting by Nigel Sloan
as Trustee for and on behalf of
BARON PENSION SCHEME



Director

In the presence of:

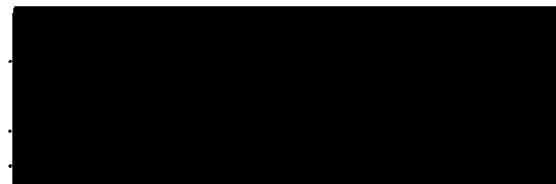
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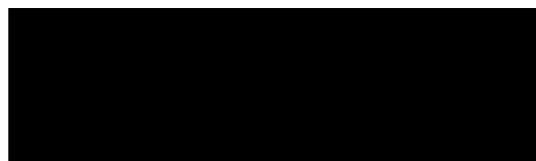
Witness name:

M J Bonehill

Witness address:



SIGNED AS A DEED by
DAVID COFFER



In the presence of:

Witness signature:



Witness name:

M. J Bonehill

Witness address:



**SIGNED AS A DEED by
RUTH COFFER**

In the presence of:

Witness signature:

Witness name:

Witness address:

[Redacted]

[Redacted]

M. J. Borchelt

[Redacted]

THE SECURITY TRUSTEE

SIGNED AS A DEED

by **MOUNT STREET MORTGAGE SERVICING LIMITED**

acting by:

Signature of authorised signatory




Print name of authorised signatory

..... James Bunde

In the presence of

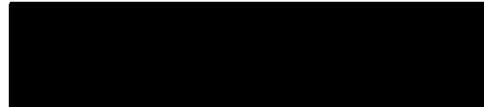
Witness Signature

..... 

Print name of Witness

..... ZARA HAYES

Witness address:



Witness occupation:

..... ASSET MANAGER