

MR01

Particulars of a charge

105895/13



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

You can use the Webf  
Please go to www.com

TUESDAY



A18 \*A3KVT434\* #359  
18/11/2014  
COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT**  
You may not use this fo  
register a charge where  
instrument Use form MI

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

☒ You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 5 2 9 5 8 7 0  
Company name in full BDL Milton Keynes Limited

4 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

2

Charge creation date

Charge creation date d1 d2 m1 m1 y2 y0 y1 y4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name 1 The Governor and Company of the Bank of Ireland  
2 The Governor and Company of the Bank of Ireland  
Name 3 Bank of Ireland (UK) PLC

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Fixed charge over a bank account - all sums from time to time standing to credit of the interest bearing deposit account plus all interest on such sums and all other amounts of whatever nature deriving directly or indirectly from such sums

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement ①**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X  X

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

**MR01****Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Will Sherwin

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town

County/Region Birmingham

Postcode B 2 4 D L

Country United Kingdom

DX 13022

Telephone 0121 262 5683

**Certificate**

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

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

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

**For companies registered in England and Wales**

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

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

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

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5295870

Charge code: 0529 5870 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2014 and created by BDL MILTON KEYNES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2014.

Given at Companies House, Cardiff on 21st November 2014



**Companies House**



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

## This Charge of Deposit

made the 12<sup>th</sup> (day) of the 11<sup>th</sup> (month) 2014 (year)

BETWEEN

(1) BDL MILTON KEYNES LIMITED

(hereinafter called "The Chargor" which expression where the context so admits shall include each person named above jointly and severally, and persons deriving title under them, and the covenant in Clause 1 below and the remaining covenants charges and provisions hereof express and implicit shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person)

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

of

(hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include the person for the time being deriving title under it and its assigns)

(3) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND and BANK OF IRELAND (UK) PLC

each of

(hereinafter called "the Account Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) to the extent that either or both of them are acting as account holding bank in respect of the Deposit (as defined in clause 4 below)

### WHEREAS

- (A) The Chargor has already been granted, or may hereafter be granted, facilities from time to time by one or both of the Secured Parties in some one or other of the modes in which bankers grant facilities to their customers or others and/or is now or may hereafter become indebted to the Secured Parties by other means
- (B) It has been agreed between the Chargor and the Bank that all monies now owing, or which shall hereafter become owing, on a general balance of account or otherwise from the Chargor to the Secured Parties with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing
- (C) The Account Bank is a party to this Charge for the purposes of receiving and acknowledging notice of the security interest created by this Charge

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows -

- 1 The Chargor hereby covenants on demand to pay to the Bank as trustee for the Secured Parties all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Chargor in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, treasury transactions, (including, without limitation, interest rate and currency hedging) and other derivatives transactions, accepting, endorsing or discounting any notes or bills, or under bonds,

 DLA PIPER

I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO s859G OF THE COMPANIES ACT 2006, THIS IS A TRUE COMPLETE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT

DATE 17 NOVEMBER 2014

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Chargor and all amounts which may become payable or for which the Chargor may become liable under this Charge and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by either Secured Party or any receiver in relation to the Chargor or the Deposit (as defined in Clause 4 hereof) on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Chargor under this Charge or any document, arrangement or agreement between the Chargor and either Secured Party or any disclaimer of any of the Chargor's contracts, agreements or arrangements or any of the Chargor's liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment.

- 2 (1) A demand for payment of the monies hereby secured may be made in writing on behalf of a Secured Party by any Director, Secretary, Manager or other officer of the Bank or by any solicitor on behalf of the Bank, and such demand in case of monies due or owing on current account may be made at any time and in other cases may be made when or at any time after a Secured Party becomes entitled to call for payment of the monies and separate demands may be made in respect of separate accounts at different times
- (2) Any notice or demand to be given or made by or to the Bank or the Chargor hereunder shall be deemed to have been properly given or made if delivered personally or if sent by pre-paid post to the last known address of the party to be served or to such other address as the Bank or the Chargor respectively may notify in writing to the other or to its registered office or to any one of its principal places of business for the time being
- (3) Any notice or demand which is sent by pre-paid post shall be deemed to have been properly served on the addressee at the time at which it would have been delivered in the ordinary course of post notwithstanding that it shall be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted
- 3 The monies hereby secured shall, unless otherwise specified in this Charge or agreed between the Chargor and the relevant Secured Party in writing, bear interest (as well after as before any demand made, judgement obtained or liquidation administration or bankruptcy of the Chargor) calculated at the rate and in the manner for the time being applicable to the relative account or accounts at the Branch or Department of the relevant Secured Party at which the account or accounts is or are maintained. A certificate signed by an officer of the Branch or Department of the relevant Secured Party at which the relative account is maintained stating the rate of interest applicable to the said account shall in the absence of manifest error be conclusive evidence against the Chargor of the rate and manner of calculation of interest applicable to the relative account at the said Branch or Department from time to time
- 4 The Chargor hereby charges with full title guarantee as a continuing security for the payment to the Bank as trustee for the Secured Parties of all monies hereby agreed to be paid (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 10 hereof) and for the discharge of all obligations and liabilities hereinbefore mentioned, all the right, title, interest and benefit of the Chargor to and in the account and related cash deposit described in the First Schedule hereto (together, the "Deposit")

To the extent that the Deposit constitutes Financial Collateral (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003 No 3226) (hereinafter "the Financial Collateral Regulations")) and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Charge, the Bank shall have the right, at any time, to appropriate the Deposit in or towards the payment or discharge of all monies hereby agreed to be paid. The value of the Deposit appropriated in accordance with this Clause 4 shall be the amount standing to the credit of the account described in the First Schedule hereto, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. To the extent that the Deposit constitutes Financial Collateral (as defined in the Financial Collateral Regulations), the Chargor agrees that the Deposit shall be held or designated so as to be

under the control of the Bank for all purposes of the Financial Collateral Regulations

- 5 (1) Without prejudice to the generality of Clauses 1 and 4 hereof this Charge is made for securing a current account and/or other further advances including re-advances and each Secured Party will make further advances as provided for in any agreement between the Chargor and such Secured Party from time to time but not otherwise
- (2) The charges, covenants and provisions contained in this Charge shall remain in full force and effect as continuing securities to the Bank as trustee for the Secured Parties notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or other act, event or matter whatsoever, except only the execution by the Bank under seal of an absolute and unconditional release or the execution by or on behalf of the Bank of a receipt for all (and not part only) of the monies hereby secured, and this Charge is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Bank or the Secured Parties and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank or either Secured Party now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable
- 6 The Chargor warrants to the Bank that it is absolutely entitled to all of the Deposit owned by it as at the date of this Charge free from all security interests and claims whatsoever
- 7 The Chargor (if the Chargor is a company or a limited liability partnership) covenants with and represents to the Bank that
- (1) *powers and authorisations* the documents which contain or establish the Chargor's constitution include provisions which give power, and all necessary corporate authority has been obtained and action taken, for the Chargor to grant the charges contained in this Charge and execute and deliver, and perform the covenants and obligations contained in this Charge and this Charge constitutes valid and binding obligations of the Chargor enforceable in accordance with its terms,
- (2) *non-violation* neither the execution and delivery of this Charge nor the performance of any of the covenants contained in it does or will contravene or constitute a default under, or cause to be exceeded any limitation on it or the powers of its directors imposed by or contained in (i) any law by which it or any of its assets is bound or affected, (ii) any document which contains or establishes its constitution, or (iii) any agreement to which it is a party or by which any of its assets is bound
- 8 (1) The Chargor hereby covenants with the Bank that during the continuance of this security the Chargor will at all times -
- (a) except with the prior written consent of the Bank -
- (i) not create or attempt to create or permit to subsist upon the Deposit any mortgage, debenture, pledge or charge upon or permit any lien right of set off or other security interest or encumbrance whatsoever to arise on or affect any part of the Deposit ranking either in priority to or *pari passu* with the charge hereby created or which will rank after the charge contained in the Charge save in each case for any of the same created or arising in favour of a Secured Party,
- (ii) not transfer, sell, lease, assign or otherwise dispose of any interest in the Deposit or any part thereof nor attempt or agree so to do nor make any withdrawal of the whole or any part of the Deposit,

- (iii) not permit or agree to any variation of the rights attaching to the whole or any part of the Deposit, and
  - (iv) not during the currency of the appointment of any receiver do anything which the receiver is entitled to do (whether under this Charge, at common law by statute or otherwise)
  - (b) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank and the Secured Parties of the security hereby charged,
  - (c) deposit with the Bank all deeds, certificates and documents of title relating to the Deposit,
  - (d) take all necessary action to ensure that the account in which the Deposit is deposited from time to time is operated in accordance with the terms of the mandate in relation to it and this Charge, and
  - (e) observe and perform the further covenants and provisions (if any) specified in the Fourth Schedule
- (2) If the Chargor for any reason fails to observe or punctually perform any of its obligations under this Charge, the Bank shall have power on behalf of the Chargor or otherwise to perform the obligation and to take any steps which the Bank in its absolute discretion considers appropriate to remedy the failure but so that the exercise of that power or the failure to exercise it shall in no circumstances prejudice the Bank's rights under Clause 13 and any costs, charges and expenses incurred by the Bank or any receiver in so doing (in each case on the basis of a full, complete and unqualified indemnity) shall be paid to the Bank on demand and all monies so expended and costs, charges and expenses so incurred by the Bank shall form part of the indebtedness hereby secured
- 9 (1) The monies hereby secured shall become due for the purposes of section 101 of the Law of Property Act 1925 (hereinafter called "the Act") immediately after the execution of this Charge
- (2) Section 103 of the Act shall not apply to this security and the statutory power of sale and of appointing a receiver (as varied and extended in accordance with this Charge) shall as between the Bank and a purchaser from the Bank arise and be exercisable at any time after the date of this Charge, provided that the Bank shall not exercise any of the said powers until the whole or any part of the monies hereby secured has become payable
- (3) The power of sale and the incidental powers conferred by section 101 of the Act are hereby extended and varied to authorise the Bank at its absolute discretion to exercise all or any of the powers set out in the Second Schedule hereto
- (4) For the avoidance of doubt (but without prejudice to any other rights of the Bank whether at common law, by statute or otherwise) the Bank may in its absolute discretion without notice to the Chargor transfer, assign or otherwise deal with this Charge (and the charge or charges thereby created) and all or any of its rights thereunder and any deed or document entered into collaterally thereto whether at law or in equity and the Chargor hereby -
- (a) consents to any such transfer, assignment or dealing and agrees that upon any transfer, assignment or dealing it shall be bound to such person (to the extent of such transfer, assignment or dealing) in like manner and to like extent as he is bound to the Bank under this Charge (and the charge or charges hereby created) and every reference to the Bank shall be construed as including such person, and
  - (b) consents to the Bank passing to such person or other party interested in this Charge any information and documents which have been or will be provided relating to the Deposit or the Chargor
- 10 (1) At any time after any of the monies hereby secured become payable or if requested by the Chargor or (if the Chargor shall be a company incorporated under the Companies Act) upon the taking by any person of



any step towards the appointment of an administrator of the Chargor any charge created by this Charge shall be enforceable and the Bank may appoint in writing or by deed any person or persons including an officer or officers of the Bank to be an administrative receiver (to the extent that the law allows), a receiver or receiver and manager (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substitute receiver or receiver and manager) of all or any part of the Deposit and in the case of an appointment of more than one person, to act together or independently of the other or others and the Bank may in writing or by deed remove the Receiver and appoint another in his place and the Bank may also in writing or by deed appoint another receiver if the Receiver resigns or is otherwise unable to act and the Bank may apply to the court for an order removing an administrative receiver

- (2) The exclusion of any part of the Deposit from the appointment of the Receiver shall not preclude the Bank from subsequently extending his appointment (or that of the Receiver replacing him) to that part or appointing another receiver over any other part of the Deposit
- (3) The Receiver shall also as far as the law permits be the agent of the Chargor and (subject to the Insolvency Act 1986) the Chargor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Bank shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Chargor shall be appointed the Receiver shall act as principal and not as agent for the Bank
- (4) Subject to section 36 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Bank (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but shall be payable by the Chargor alone and the amount of such remuneration may be debited by the Bank to any account of the Chargor but shall in any event form part of the indebtedness hereby secured on the Deposit pursuant to the charges contained in this Charge
- (5) The Receiver shall at his absolute discretion be entitled to exercise the powers conferred by the Act and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and, in addition to any powers conferred on an administrative receiver, receiver or receiver and manager by statute or common law and without prejudice to the generality of the foregoing, the powers set out in the Third Schedule hereto
- (6) All monies arising from the exercise of the powers of the Receiver or the Bank and all other monies received by the Receiver or the Bank after the monies hereby secured become payable ("the Received Amounts") shall be applied, subject to any claims ranking in priority to those of the Bank under this Deed, in or towards discharging in the following order of priority -
  - (a) the amount of all costs, charges, expenses and liabilities paid, incurred or charged by the Bank or the Receiver in connection with or as a result of the exercise of their respective powers, including the remuneration of the Receiver, and in the case of the Receiver the costs, charges and expenses of and incidental to his appointment or otherwise in relation to this Charge in such order as the Receiver or the Bank may from time to time determine,
  - (b) in or towards satisfaction of the monies outstanding to the Secured Parties and secured by this Deed in such order as the Bank as trustee for the Secured Parties may from time to time determine, and
  - (c) the claims of those entitled to any surplus
- (7) If any of the monies secured by this Charge are not outstanding at the time of receipt by the Receiver or the Bank of the Received Amounts, the Receiver or the Bank, whenever they consider it reasonable so to

do, may credit any of the Received Amounts to any suspense or impersonal account for so long as they may think fit pending the application of the Received Amounts, together with any interest accrued thereon, in or towards satisfaction of any such monies. The Bank shall, on behalf of the relevant Secured Party, make such arrangements as regards waiver of interest payable on such monies pursuant to Clause 3 as the Bank may in its absolute discretion consider reasonable.

- (8) Section 109(6) and (8) of the Act (application of monies received by Receiver) shall not apply in relation to a Receiver appointed under the foregoing provisions of this Clause
- 
- 11
    - (1) No purchaser from, or other person dealing with, the Bank and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the monies secured under this Charge remain outstanding, or whether any case has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters
    - (2) The receipt of the Bank or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or the Receiver
    - (3) In sub-Clauses (1) and (2), "purchaser" includes any person acquiring, for money or money's worth, any lease of, or security interest over, or any other interest or right whatsoever in relation to, the Deposit
  - 12
    - (1) Neither the Bank, nor any Secured Party nor the Receiver nor any of their respective officers shall be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of, their respective powers
    - (2) Without prejudice to the generality of sub-Clause (1) of this Clause, entry into possession of the Deposit shall not render the Bank or the Receiver liable to account as mortgagee in possession, and if and so often as the Bank enters into possession of the Deposit it shall be entitled at any time at its pleasure to go out of such possession
  - 13 The Chargor further covenants with the Bank and the Account Bank fully to indemnify the Bank, each Account Bank, each Secured Party and the Receiver and any of their respective officers on an after tax basis against all claims, proceedings, liabilities, costs (including legal costs), charges and expenses which the Bank, any Account Bank, any Secured Party or the Receiver or any of their respective officers may incur (in the case of the Bank, the Account Bank and the Secured Parties and any of their respective officers, whether before or after any of the monies hereby secured become payable) -
    - (a) in consequence of anything done or purported to be done or omitted to be done by the Bank, an Account Bank, a Secured Party or the Receiver under this Charge or any other document relating thereto or of any failure by the Chargor to comply with its obligations to the Bank thereunder or otherwise in connection therewith, or
    - (b) in consequence of any payment in respect of the monies hereby secured (whether made by the Chargor or a third person) being impeached, clawed-back or declared void for any reason whatsoever
  - 14
    - (1) The Chargor further covenants with the Bank from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Bank or a Secured Party may not have made a demand for payment of the monies hereby secured) upon demand to execute, at the Chargor's own cost, any document or do any act or thing which -
      - (a) the Bank may specify for perfecting or improving any charge or security created or intended to be created by this Charge, or

(b) the Bank or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers or the protection, management or realisation of the Deposit

(2) For the purpose of securing the interest of the Bank in the Deposit, and the performance of its obligations to the Bank and the Secured Parties, whether under this Charge or otherwise, the Chargor irrevocably and by way of security appoints the Bank and the Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases with regard to all or any part or parts of the Deposit) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Chargors is obliged to the Bank or a Secured Party to execute or do, whether under this Charge or otherwise, or which the Bank or the Receiver (or its substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Bank or the Receiver, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate, or to paragraph 8 of the Third Schedule hereto, the Bank may appoint the Receiver as its substitute or delegate and any person appointed the substitute of the Bank shall, in connection with the exercise of the said power of attorney, be the agent of the Chargor, and Clause 10(3) shall apply *mutatis mutandis*

15 This Charge constitutes written notice by the Chargor to each Account Bank that it has charged to the Bank all its right, title, interest and benefit in and to the Deposit and all amounts standing to the credit of such account from time to time, and constitutes a written acknowledgement by each Account Bank of such notice. In addition -

(1) Subject as provided below, each Account Bank agrees that it will not, after its receipt of a Default Notification, permit any withdrawals or transfers to be made from the Deposit

(a) except with the Bank's prior written consent, or

(b) otherwise in accordance with the Bank's written instructions, or

(c) as required by law or court order,

notwithstanding that the Chargor may give the Account Bank instructions or directions to the contrary

(2) Each Account Bank confirms that it will not exercise any right of set-off, conversion, combination or other right in or over any amount standing to the credit of the Deposit from time to time, except with the Bank's prior written consent

(3) Each Account Bank will, if and whenever requested by the Bank from time to time, after its receipt of a Default Notification, transfer any credit balance standing to the credit of the Deposit to the credit of such other bank account or accounts as the Bank may notify it in writing

(4) The Chargor authorises each Account Bank to comply with its obligations set out in this clause (notwithstanding the terms of any mandate between the Chargor and such Account Bank) and agrees to indemnify each Account Bank on demand for and against any and all costs, losses and expenses suffered or incurred by it as a result of complying with its obligations to the Bank in this Charge and complying with all other instructions which such Account Bank may receive from the Bank from time to time in relation to the Deposit

(5) For the purposes of this clause a "Default Notification" means a notice from the Bank or a Secured Party to an Account Bank stating that any of the monies hereby secured have become payable

16 Without prejudice to Clause 4, if the Bank, an Account Bank or a Secured Party receives notice of any subsequent charge or other interest affecting any part of the property hereby charged, the Bank or such Secured Party may open a new account or accounts with the Chargor, if the Bank or such Secured Party does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from

that time all payments made by the Chargor to the Bank or such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Bank or such Secured Party at the time when it received notice

- 17 If the Chargor shall have more than one account with the Bank, an Account Bank or a Secured Party it shall be lawful for the Bank, such Account Bank or such Secured Party at any time and without any prior notice in that behalf forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank, such Account Bank or such Secured Party shall notify the Chargor of the transfer having been made
- 18 This security is in addition to, and shall not operate as a merger or defeasance of, any prior Charge or estate, legal or equitable, lien, guarantee or security of the Bank or a Secured Party as regards the Chargor or any other person in respect of the monies hereby secured
- 19 The restriction on the rights of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security
- 20 Unless otherwise agreed by the parties in writing and subject to the provisions of Clause 5(1) neither Secured Party shall be required to make or continue advances or grant any facility to the Chargor on any account or accounts or by way of general banking facilities otherwise than at that Secured Party's discretion and unless otherwise agreed as aforesaid each Secured Party will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason
- 21 The Bank or any Secured Party shall be at liberty from time to time without discharging or in any way affecting the security hereby created to give time or other indulgence to refrain from perfecting or enforcing any security or guarantee or rights which it may now or hereafter have against any persons liable on any bill, note or other security or for whom the Chargor is a surety
- 22 The waiver by the Bank of any breach of any term of this Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach and any failure to exercise or any delay in exercising any of the Bank's rights under this Charge shall not operate as a waiver or variation of that or any other further exercise of that or any other such right
- 23 The powers which this Charge confers on the Bank and the Receiver are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Bank or the Receiver thinks appropriate, the Bank or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever, and the Chargor acknowledges that the respective powers of the Bank and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 24
  - (1) All costs, charges and expenses incurred hereunder by the Bank or the Receiver and all other monies paid by the Bank or the Receiver in perfecting or otherwise in connection with this security, or in respect of the Deposit, including (without prejudice to the generality of the foregoing) all monies expended by the Bank under Clause 8(2) hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured including, without limitation, any costs of the Bank or the Receiver in defending any action where a third party impugned the title to the Deposit, shall be recoverable from the Chargor on a full indemnity basis as a debt and shall be charged on the Deposit and the Charge hereby conferred shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank or the Receiver may have or but for the said Charge would have for the monies hereby secured or any part thereof
  - (2) The amounts payable by the Chargor under sub-Clause (1) above shall carry interest (as well after as before judgement) at the rate of 3 per cent above the Base Rate of the Bank for the time being from the date on which they were paid or incurred by the Bank or the Receiver (as the case may require) and such amounts and interest may be debited by the Bank to any account of the Chargor, but shall, in any event,

form part of the amounts hereby secured and accordingly be secured on the Deposit under the charges contained in this Charge

- 25 All sums of whatsoever nature which are payable by the Chargor under this Charge and which are now or at any time hereafter become subject to Valued Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Chargor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof
- 26 For the purpose of giving effect to this Charge, the Chargor hereby declares that, as and when the charges contained in this Charge shall become enforceable or a demand for payment of the amounts secured under this Charge has been made, it will hold all of the Deposit (subject to the right of redemption) upon trust to convey, assign or otherwise deal with the Deposit in such manner and to such person as the Bank shall direct and declares that it will be lawful for the Bank to appoint a new trustee or trustees of the Deposit in place of the Chargor
- 27 (1) If there are any security interests having priority to the charges contained in this Charge in respect of all or any part of the Deposit then -
- (a) if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior security interest against the Deposit, the Bank, an Account Bank, a Secured Party or any Receiver may (but without prejudice to any rights the Bank or the Receiver may have under Statute) redeem such prior Charge or procure the transfer thereof to itself or himself, as the case may be, and may settle and pass the accounts of the prior Chargees and any account so settled and passed shall be conclusive and binding on the Chargor and the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid to the Bank on demand with interest in accordance with Clause 3 and, until payment, the Deposit shall stand charged with the amount to be paid, and
- (b) all the powers, authorities and discretions conferred by a prior Charge upon the Chargee or any Receiver thereunder shall be exercisable by the Bank or a Receiver in like manner as if the same were expressly included herein and the Bank shall be entitled to exercise all the powers, authorities and discretions of an Administrative Receiver, Receiver, Manager or Receiver and Manager appointed thereunder
- 28 This Charge shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Bank, any Account Bank or any Secured Party or the Chargor or any amalgamation or consolidation by the Bank, any Account Bank or any Secured Party or the Chargor with any other corporation
- 29 No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Bank to recover the amounts secured under this Charge from the Chargor (including any monies which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the Charges contained in this Charge to the full extent of the amounts secured hereunder
- 30 If the Bank shall have reasonable grounds in its absolute discretion for believing that the Chargor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by the Chargor to the Bank or a Secured Party, the Bank shall be at liberty to retain the Charges contained in or created pursuant to this Charge for a period of twenty-five calendar months after the payment and discharge in full of all secured amounts notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Bank or such Secured Party on or as a consequence of, such payment or discharge of liability provided that, if at any time within the period of twenty-five calendar months after such payment or discharge, a petition shall be presented to a competent Court for an order for the winding-up or the making of an administration order in respect of the Chargor, or the Chargor shall commence to be wound-up or

to go into administration or any analogous proceedings shall be commenced by or against the Chargor, the Bank shall be at liberty to continue to retain such security for such further period as the Bank may determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank and the Secured Parties of all secured amounts

- 31 If under any applicable law, whether as a result of a Judgement against the Chargor or the liquidation of the Chargor or for any other reason, any payment under or in connection with this Charge is made or any amount is received or recovered by the Bank in respect of the amounts secured under this Charge in a currency (the "other currency") other than the currency in which the amounts secured hereunder are payable (the "original currency"), then to the extent that the payment to or receipt by the Bank or relevant Secured Party (when converted at the rate of exchange on the date of payment or receipt) falls short of the whole of the amounts secured the Chargor shall as a separate and independent obligation fully indemnify the Bank against the amount of the shortfall, and for the purposes of this Clause, "rate of exchange" means the rate at which the Bank is able on the relevant date to purchase the original currency in London with the other currency
- 32 If the Chargor fails to pay or discharge any part of the amounts secured when due, the Bank from time to time may purchase an amount of the currency in which such sum is due with any other currency or currencies and the Chargor's obligation thereafter shall be to pay to the Bank the amount of the other currency or currencies so used for that purchase
- 33 This Charge and any non-contractual obligations connected with it are governed by, and this Charge shall be construed in accordance with, the laws of England
- 34 (1) In this Charge, reference to a statutory enactment shall be construed as a reference to that enactment as amended or re-enacted from time to time. If there are two or more persons comprised in the Chargor all covenants herein contained or implied on the part of the Chargor shall be deemed to be joint and several covenants on their part and the covenant in Clause 1 hereof and the remaining covenants, Charges and provisions hereof shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person and references to the Chargor in relation to the retirement of bills shall mean and include any one or more of such parties as well as such parties jointly
- (2) The provisions (if any) set out in the Fourth Schedule shall have effect
- 35 (1) The rights conferred on a Receiver or on each officer of the Bank or a Receiver under clauses 12, 13 and 24 are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act")
- (2) With the exception of each Secured Party, no other term of this Charge is enforceable under the Third Parties Act by anyone who is not a party to this Charge
- (3) The parties to this Charge may terminate this Charge or vary any of its terms without the consent of any third party. However, they may not terminate this Charge or vary any of its terms if this would have the effect of terminating or adversely affecting the rights of a Receiver under this Charge without its consent, but only to the extent that it has notified the Bank that it intends to enforce that clause at the time of the termination or variation

AS WITNESS this Charge has been executed by the respective parties

THE CHARGOR

EXECUTED AS A DEED by affixing the Common Seal of **BDL MILTON KEYNES LIMITED**

in the presence of -

Signature of director

Signature of [director][secretary]

SIGNED AS A DEED by **BDL MILTON KEYNES LIMITED**

Acting by

(signature)....

[Redacted signature]

STEWART CAMPBELL (Director)

(Print full name)

in the presence of -

Signature of witness

[Redacted signature]

Name (in block capitals) ALAN MCLEOD CASSELLS

Address

Pinsent Masons LLP  
141 Bothwell Street  
Glasgow G2 7EQ  
Tel No: 0141 567 8400

SIGNED AS A DEED by [ ]

in the presence of -

Signature of witness

Name (in block capitals)

Address

THE BANK

SIGNED BY

For and on behalf of THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND

THE ACCOUNT BANK

SIGNED BY

For and on behalf of THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND

SIGNED BY

For and on behalf of BANK OF IRELAND (UK) ~~LIMITED~~ *PLC*  
*DLA PIPER UK LLP*



THE FIRST SCHEDULE

The Deposit

All sums from time to time standing to the credit of the interest bearing deposit account described below (or such other account as the Bank may in its absolute discretion require) plus all interest on such sums and all other amounts of whatever nature deriving directly or indirectly from such sums

Account Bank      Bank of Ireland (UK) ~~Limited~~ *PLC*  
Account name      BDL Milton Keynes Ltd *DWA PIPER UK LLP*  
Account number    *[REDACTED]*  
Designated as      *[REDACTED]*  
Sort Code          *[REDACTED]*

(as such account may be re-designated or re-numbered from time to time)

**THE SECOND SCHEDULE**

**The Bank's Powers**

- 1 To apply or transfer as the Bank in its absolute discretion thinks fit (whether on, before or after the expiry of any fixed or minimum period applicable to the Deposit) all or any part of the Deposit in or towards the payment or discharge of all monies hereby agreed to be paid,
- 2 To sell or otherwise dispose of all or any part of the Deposit,
- 3 To receive all or any money payable in respect of or in connection with the Deposit,
- 4 To negotiate, compromise and/or agree any dispute arising out of the Deposit,
- 5 To set-off at any time without notice or further demand, the Deposit or any other sums standing to the credit of any one or more accounts in the name of the Bank or of the Chargor jointly with others (whether current, deposit, loan or of any other nature whatsoever and whether subject to notice or not and whether in sterling or in any other currency) in or towards the payment and discharge of all monies hereby agreed to be paid,
- 6 With a view to, or in connection with, the sale of the Deposit, to carry out any transaction, scheme or arrangement which the Bank may, in its absolute discretion, consider appropriate; and
- 7 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Third Schedule hereto (Receiver's powers) and which may not be included in paragraphs 1 to 6 above,

AND to do so whether or not the Bank is in possession of the Deposit, and whether or not a Receiver has been appointed by it under its statutory power and is acting

## THE THIRD SCHEDULE

### The Receiver's Powers

- 1 To take possession of, get in and collect the Deposit,
- 2 To sell, exchange, license or otherwise dispose of or in any way whatsoever deal with the Deposit for such consideration (if any), including shares, debentures, or any other securities whatsoever, and upon such terms as he may think fit, and to concur in any such transactions,
- 3 In connection with the exercise, or the proposed exercise, of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due) to borrow or raise money from any person, including the Bank, without security or on the security of the Deposit and generally on such terms as he may think fit,
- 4 To bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Deposit,
- 5 To transfer all or any of the Deposit to any other company or body corporate, whether or not formed or acquired for the purpose
- 6 To do or cause or authorise to be done, any act or thing or to carry out or cause or authorise to be carried out any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Deposit which he may consider expedient as effectually as if he were solely and absolutely entitled to the Deposit
- 7 In connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Chargor or otherwise, as he may think fit, all documents, acts or things which he may consider appropriate,
- 8 To redeem, discharge or compromise any security interest from time to time having priority to or ranking *pari passu* with this Charge,
- 9 To exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Deposit or incidental to the ownership of or rights in or to any Deposit and to complete or effect any transaction entered into by the Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Chargor relating to or affecting the Deposit
- 10 To exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986, and
- 11 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Second Schedule hereto (Bank's Powers) and which may not be included in paragraphs 1 to 11 above

**THE FOURTH SCHEDULE**

**Additional Covenants and Provisions**

DATED the   (day) of the   (month)     (year)

BRANCH

TO  
THE GOVERNOR AND COMPANY  
OF THE  
BANK OF IRELAND

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**CHARGE OF DEPOSIT**

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**RELEASE**

This Release made the   (day) of the   (month)   (year) between the within-named The Governor and Company of the Bank of Ireland (the "Bank") (as security trustee for the Secured Parties as defined in the Charge) of the one part and the within-named

of the other part WITNESS that the Bank as mortgagee hereby releases ALL AND SINGULAR the property, now comprised in or charged by the within-written Deed from all monies secured by and from all claims and demands under the within-written Deed As WITNESS this Charge has been executed as a Deed the day and year first above written

Executed as a Deed under the Corporate  
Seal of The Governor and Company of  
the Bank of Ireland in the presence of

# This Charge of Deposit

made the 12<sup>th</sup> (day) of the 11<sup>th</sup> (month) 2014 (year)

BETWEEN

(1) BDL MILTON KEYNES LIMITED

(hereinafter called "The Chargor" which expression where the context so admits shall include each person named above jointly and severally, and persons deriving title under them, and the covenant in Clause 1 below and the remaining covenants charges and provisions hereof express and implicit shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person)

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

of

(hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include the person for the time being deriving title under it and its assigns)

(3) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND and BANK OF IRELAND (UK) PLC

each of

(hereinafter called "the Account Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) to the extent that either or both of them are acting as account holding bank in respect of the Deposit (as defined in clause 4 below)

## WHEREAS

- (A) The Chargor has already been granted, or may hereafter be granted, facilities from time to time by one or both of the Secured Parties in some one or other of the modes in which bankers grant facilities to their customers or others and/or is now or may hereafter become indebted to the Secured Parties by other means
- (B) It has been agreed between the Chargor and the Bank that all monies now owing, or which shall hereafter become owing, on a general balance of account or otherwise from the Chargor to the Secured Parties with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing
- (C) The Account Bank is a party to this Charge for the purposes of receiving and acknowledging notice of the security interest created by this Charge

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows -

- 1 The Chargor hereby covenants on demand to pay to the Bank as trustee for the Secured Parties all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Chargor in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, treasury transactions, (including, without limitation, interest rate and currency hedging) and other derivatives transactions, accepting, endorsing or discounting any notes or bills, or under bonds,

DLA PIPER

I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO SECTION 115 OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 17 November 2014

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Chargor and all amounts which may become payable or for which the Chargor may become liable under this Charge and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by either Secured Party or any receiver in relation to the Chargor or the Deposit (as defined in Clause 4 hereof) on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Chargor under this Charge or any document, arrangement or agreement between the Chargor and either Secured Party or any disclaimer of any of the Chargor's contracts, agreements or arrangements or any of the Chargor's liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment

- 2 (1) A demand for payment of the monies hereby secured may be made in writing on behalf of a Secured Party by any Director, Secretary, Manager or other officer of the Bank or by any solicitor on behalf of the Bank, and such demand in case of monies due or owing on current account may be made at any time and in other cases may be made when or at any time after a Secured Party becomes entitled to call for payment of the monies and separate demands may be made in respect of separate accounts at different times
- (2) Any notice or demand to be given or made by or to the Bank or the Chargor hereunder shall be deemed to have been properly given or made if delivered personally or if sent by pre-paid post to the last known address of the party to be served or to such other address as the Bank or the Chargor respectively may notify in writing to the other or to its registered office or to any one of its principal places of business for the time being
- (3) Any notice or demand which is sent by pre-paid post shall be deemed to have been properly served on the addressee at the time at which it would have been delivered in the ordinary course of post notwithstanding that it shall be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted
- 3 The monies hereby secured shall, unless otherwise specified in this Charge or agreed between the Chargor and the relevant Secured Party in writing, bear interest (as well after as before any demand made, judgement obtained or liquidation administration or bankruptcy of the Chargor) calculated at the rate and in the manner for the time being applicable to the relative account or accounts at the Branch or Department of the relevant Secured Party at which the account or accounts is or are maintained. A certificate signed by an officer of the Branch or Department of the relevant Secured Party at which the relative account is maintained stating the rate of interest applicable to the said account shall in the absence of manifest error be conclusive evidence against the Chargor of the rate and manner of calculation of interest applicable to the relative account at the said Branch or Department from time to time
- 4 The Chargor hereby charges with full title guarantee as a continuing security for the payment to the Bank as trustee for the Secured Parties of all monies hereby agreed to be paid (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 10 hereof) and for the discharge of all obligations and liabilities hereinbefore mentioned, all the right, title, interest and benefit of the Chargor to and in the account and related cash deposit described in the First Schedule hereto (together, the "Deposit")

To the extent that the Deposit constitutes Financial Collateral (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (hereinafter "the Financial Collateral Regulations")) and are subject to a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) created by or pursuant to this Charge, the Bank shall have the right, at any time, to appropriate the Deposit in or towards the payment or discharge of all monies hereby agreed to be paid. The value of the Deposit appropriated in accordance with this Clause 4 shall be the amount standing to the credit of the account described in the First Schedule hereto, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. To the extent that the Deposit constitutes Financial Collateral (as defined in the Financial Collateral Regulations), the Chargor agrees that the Deposit shall be held or designated so as to be



under the control of the Bank for all purposes of the Financial Collateral Regulations

- 5 (1) Without prejudice to the generality of Clauses 1 and 4 hereof this Charge is made for securing a current account and/or other further advances including re-advances and each Secured Party will make further advances as provided for in any agreement between the Chargor and such Secured Party from time to time but not otherwise
- (2) The charges, covenants and provisions contained in this Charge shall remain in full force and effect as continuing securities to the Bank as trustee for the Secured Parties notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or other act, event or matter whatsoever, except only the execution by the Bank under seal of an absolute and unconditional release or the execution by or on behalf of the Bank of a receipt for all (and not part only) of the monies hereby secured, and this Charge is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Bank or the Secured Parties and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank or either Secured Party now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable
- 6 The Chargor warrants to the Bank that it is absolutely entitled to all of the Deposit owned by it as at the date of this Charge free from all security interests and claims whatsoever
- 7 The Chargor (if the Chargor is a company or a limited liability partnership) covenants with and represents to the Bank that
- (1) *powers and authorisations* the documents which contain or establish the Chargor's constitution include provisions which give power, and all necessary corporate authority has been obtained and action taken, for the Chargor to grant the charges contained in this Charge and execute and deliver, and perform the covenants and obligations contained in this Charge and this Charge constitutes valid and binding obligations of the Chargor enforceable in accordance with its terms,
- (2) *non-violation* neither the execution and delivery of this Charge nor the performance of any of the covenants contained in it does or will contravene or constitute a default under, or cause to be exceeded any limitation on it or the powers of its directors imposed by or contained in (i) any law by which it or any of its assets is bound or affected, (ii) any document which contains or establishes its constitution, or (iii) any agreement to which it is a party or by which any of its assets is bound
- 8 (1) The Chargor hereby covenants with the Bank that during the continuance of this security the Chargor will at all times -
- (a) except with the prior written consent of the Bank -
- (i) not create or attempt to create or permit to subsist upon the Deposit any mortgage, debenture, pledge or charge upon or permit any lien right of set off or other security interest or encumbrance whatsoever to arise on or affect any part of the Deposit ranking either in priority to or *pari passu* with the charge hereby created or which will rank after the charge contained in the Charge save in each case for any of the same created or arising in favour of a Secured Party,
- (ii) not transfer, sell, lease, assign or otherwise dispose of any interest in the Deposit or any part thereof nor attempt or agree so to do nor make any withdrawal of the whole or any part of the Deposit,

- (iii) not permit or agree to any variation of the rights attaching to the whole or any part of the Deposit, and
  - (iv) not during the currency of the appointment of any receiver do anything which the receiver is entitled to do (whether under this Charge, at common law by statute or otherwise)
  - (b) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank and the Secured Parties of the security hereby charged,
  - (c) deposit with the Bank all deeds, certificates and documents of title relating to the Deposit,
  - (d) take all necessary action to ensure that the account in which the Deposit is deposited from time to time is operated in accordance with the terms of the mandate in relation to it and this Charge, and
  - (e) observe and perform the further covenants and provisions (if any) specified in the Fourth Schedule
- (2) If the Chargor for any reason fails to observe or punctually perform any of its obligations under this Charge, the Bank shall have power on behalf of the Chargor or otherwise to perform the obligation and to take any steps which the Bank in its absolute discretion considers appropriate to remedy the failure but so that the exercise of that power or the failure to exercise it shall in no circumstances prejudice the Bank's rights under Clause 13 and any costs, charges and expenses incurred by the Bank or any receiver in so doing (in each case on the basis of a full, complete and unqualified indemnity) shall be paid to the Bank on demand and all monies so expended and costs, charges and expenses so incurred by the Bank shall form part of the indebtedness hereby secured
- 9 (1) The monies hereby secured shall become due for the purposes of section 101 of the Law of Property Act 1925 (hereinafter called "the Act") immediately after the execution of this Charge
- (2) Section 103 of the Act shall not apply to this security and the statutory power of sale and of appointing a receiver (as varied and extended in accordance with this Charge) shall as between the Bank and a purchaser from the Bank arise and be exercisable at any time after the date of this Charge, provided that the Bank shall not exercise any of the said powers until the whole or any part of the monies hereby secured has become payable
- (3) The power of sale and the incidental powers conferred by section 101 of the Act are hereby extended and varied to authorise the Bank at its absolute discretion to exercise all or any of the powers set out in the Second Schedule hereto
- (4) For the avoidance of doubt (but without prejudice to any other rights of the Bank whether at common law, by statute or otherwise) the Bank may in its absolute discretion without notice to the Chargor transfer, assign or otherwise deal with this Charge (and the charge or charges thereby created) and all or any of its rights thereunder and any deed or document entered into collaterally thereto whether at law or in equity and the Chargor hereby -
- (a) consents to any such transfer, assignment or dealing and agrees that upon any transfer, assignment or dealing it shall be bound to such person (to the extent of such transfer, assignment or dealing) in like manner and to like extent as he is bound to the Bank under this Charge (and the charge or charges hereby created) and every reference to the Bank shall be construed as including such person, and
  - (b) consents to the Bank passing to such person or other party interested in this Charge any information and documents which have been or will be provided relating to the Deposit or the Chargor
- 10 (1) At any time after any of the monies hereby secured become payable or if requested by the Chargor or (if the Chargor shall be a company incorporated under the Companies Act) upon the taking by any person of

any step towards the appointment of an administrator of the Chargor any charge created by this Charge shall be enforceable and the Bank may appoint in writing or by deed any person or persons including an officer or officers of the Bank to be an administrative receiver (to the extent that the law allows), a receiver or receiver and manager (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substitute receiver or receiver and manager) of all or any part of the Deposit and in the case of an appointment of more than one person, to act together or independently of the other or others and the Bank may in writing or by deed remove the Receiver and appoint another in his place and the Bank may also in writing or by deed appoint another receiver if the Receiver resigns or is otherwise unable to act and the Bank may apply to the court for an order removing an administrative receiver

- (2) The exclusion of any part of the Deposit from the appointment of the Receiver shall not preclude the Bank from subsequently extending his appointment (or that of the Receiver replacing him) to that part or appointing another receiver over any other part of the Deposit
- (3) The Receiver shall also as far as the law permits be the agent of the Chargor and (subject to the Insolvency Act 1986) the Chargor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Bank shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Chargor shall be appointed the Receiver shall act as principal and not as agent for the Bank
- (4) Subject to section 36 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Bank (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Chargor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but shall be payable by the Chargor alone and the amount of such remuneration may be debited by the Bank to any account of the Chargor but shall in any event form part of the indebtedness hereby secured on the Deposit pursuant to the charges contained in this Charge
- (5) The Receiver shall at his absolute discretion be entitled to exercise the powers conferred by the Act and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and, in addition to any powers conferred on an administrative receiver, receiver or receiver and manager by statute or common law and without prejudice to the generality of the foregoing, the powers set out in the Third Schedule hereto
- (6) All monies arising from the exercise of the powers of the Receiver or the Bank and all other monies received by the Receiver or the Bank after the monies hereby secured become payable ("the Received Amounts") shall be applied, subject to any claims ranking in priority to those of the Bank under this Deed, in or towards discharging in the following order of priority -
  - (a) the amount of all costs, charges, expenses and liabilities paid, incurred or charged by the Bank or the Receiver in connection with or as a result of the exercise of their respective powers, including the remuneration of the Receiver, and in the case of the Receiver the costs, charges and expenses of and incidental to his appointment or otherwise in relation to this Charge in such order as the Receiver or the Bank may from time to time determine,
  - (b) in or towards satisfaction of the monies outstanding to the Secured Parties and secured by this Deed in such order as the Bank as trustee for the Secured Parties may from time to time determine, and
  - (c) the claims of those entitled to any surplus
- (7) If any of the monies secured by this Charge are not outstanding at the time of receipt by the Receiver or the Bank of the Received Amounts, the Receiver or the Bank, whenever they consider it reasonable so to

do, may credit any of the Received Amounts to any suspense or impersonal account for so long as they may think fit pending the application of the Received Amounts, together with any interest accrued thereon, in or towards satisfaction of any such monies. The Bank shall, on behalf of the relevant Secured Party, make such arrangements as regards waiver of interest payable on such monies pursuant to Clause 3 as the Bank may in its absolute discretion consider reasonable.

- (8) Section 109(6) and (8) of the Act (application of monies received by Receiver) shall not apply in relation to a Receiver appointed under the foregoing provisions of this Clause.
- 11 (1) No purchaser from, or other person dealing with, the Bank and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the monies secured under this Charge remain outstanding, or whether any case has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- (2) The receipt of the Bank or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or the Receiver.
- (3) In sub-Clauses (1) and (2), "purchaser" includes any person acquiring, for money or money's worth, any lease of, or security interest over, or any other interest or right whatsoever in relation to, the Deposit.
- 12 (1) Neither the Bank, nor any Secured Party nor the Receiver nor any of their respective officers shall be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.
- (2) Without prejudice to the generality of sub-Clause (1) of this Clause, entry into possession of the Deposit shall not render the Bank or the Receiver liable to account as mortgagee in possession, and if and so often as the Bank enters into possession of the Deposit it shall be entitled at any time at its pleasure to go out of such possession.
- 13 The Chargor further covenants with the Bank and the Account Bank fully to indemnify the Bank, each Account Bank, each Secured Party and the Receiver and any of their respective officers on an after tax basis against all claims, proceedings, liabilities, costs (including legal costs), charges and expenses which the Bank, any Account Bank, any Secured Party or the Receiver or any of their respective officers may incur (in the case of the Bank, the Account Bank and the Secured Parties and any of their respective officers, whether before or after any of the monies hereby secured become payable) -
- (a) in consequence of anything done or purported to be done or omitted to be done by the Bank, an Account Bank, a Secured Party or the Receiver under this Charge or any other document relating thereto or of any failure by the Chargor to comply with its obligations to the Bank thereunder or otherwise in connection therewith, or
- (b) in consequence of any payment in respect of the monies hereby secured (whether made by the Chargor or a third person) being impeached, clawed-back or declared void for any reason whatsoever.
- 14 (1) The Chargor further covenants with the Bank from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Bank or a Secured Party may not have made a demand for payment of the monies hereby secured) upon demand to execute, at the Chargor's own cost, any document or do any act or thing which -
- (a) the Bank may specify for perfecting or improving any charge or security created or intended to be created by this Charge, or

(b) the Bank or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers or the protection, management or realisation of the Deposit

(2) For the purpose of securing the interest of the Bank in the Deposit, and the performance of its obligations to the Bank and the Secured Parties, whether under this Charge or otherwise, the Chargor irrevocably and by way of security appoints the Bank and the Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases with regard to all or any part or parts of the Deposit) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Chargors is obliged to the Bank or a Secured Party to execute or do, whether under this Charge or otherwise, or which the Bank or the Receiver (or its substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Bank or the Receiver, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate, or to paragraph 8 of the Third Schedule hereto, the Bank may appoint the Receiver as its substitute or delegate and any person appointed the substitute of the Bank shall, in connection with the exercise of the said power of attorney, be the agent of the Chargor, and Clause 10(3) shall apply *mutatis mutandis*

15 This Charge constitutes written notice by the Chargor to each Account Bank that it has charged to the Bank all its right, title, interest and benefit in and to the Deposit and all amounts standing to the credit of such account from time to time, and constitutes a written acknowledgement by each Account Bank of such notice In addition -

(1) Subject as provided below, each Account Bank agrees that it will not, after its receipt of a Default Notification, permit any withdrawals or transfers to be made from the Deposit

(a) except with the Bank's prior written consent, or

(b) otherwise in accordance with the Bank's written instructions, or

(c) as required by law or court order,

notwithstanding that the Chargor may give the Account Bank instructions or directions to the contrary

(2) Each Account Bank confirms that it will not exercise any right of set-off, conversion, combination or other right in or over any amount standing to the credit of the Deposit from time to time, except with the Bank's prior written consent

(3) Each Account Bank will, if and whenever requested by the Bank from time to time, after its receipt of a Default Notification, transfer any credit balance standing to the credit of the Deposit to the credit of such other bank account or accounts as the Bank may notify it in writing

(4) The Chargor authorises each Account Bank to comply with its obligations set out in this clause (notwithstanding the terms of any mandate between the Chargor and such Account Bank) and agrees to indemnify each Account Bank on demand for and against any and all costs, losses and expenses suffered or incurred by it as a result of complying with its obligations to the Bank in this Charge and complying with all other instructions which such Account Bank may receive from the Bank from time to time in relation to the Deposit

(5) For the purposes of this clause a "Default Notification" means a notice from the Bank or a Secured Party to an Account Bank stating that any of the monies hereby secured have become payable

16 Without prejudice to Clause 4, if the Bank, an Account Bank or a Secured Party receives notice of any subsequent charge or other interest affecting any part of the property hereby charged, the Bank or such Secured Party may open a new account or accounts with the Chargor, if the Bank or such Secured Party does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from

that time all payments made by the Chargor to the Bank or such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Bank or such Secured Party at the time when it received notice

- 17 If the Chargor shall have more than one account with the Bank, an Account Bank or a Secured Party it shall be lawful for the Bank, such Account Bank or such Secured Party at any time and without any prior notice in that behalf forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank, such Account Bank or such Secured Party shall notify the Chargor of the transfer having been made
- 18 This security is in addition to, and shall not operate as a merger or defeasance of, any prior Charge or estate, legal or equitable, lien, guarantee or security of the Bank or a Secured Party as regards the Chargor or any other person in respect of the monies hereby secured
- 19 The restriction on the rights of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security
- 20 Unless otherwise agreed by the parties in writing and subject to the provisions of Clause 5(l) neither Secured Party shall be required to make or continue advances or grant any facility to the Chargor on any account or accounts or by way of general banking facilities otherwise than at that Secured Party's discretion and unless otherwise agreed as aforesaid each Secured Party will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason
- 21 The Bank or any Secured Party shall be at liberty from time to time without discharging or in any way affecting the security hereby created to give time or other indulgence to refrain from perfecting or enforcing any security or guarantee or rights which it may now or hereafter have against any persons liable on any bill, note or other security or for whom the Chargor is a surety
- 22 The waiver by the Bank of any breach of any term of this Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach and any failure to exercise or any delay in exercising any of the Bank's rights under this Charge shall not operate as a waiver or variation of that or any other further exercise of that or any other such right
- 23 The powers which this Charge confers on the Bank and the Receiver are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Bank or the Receiver thinks appropriate, the Bank or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever, and the Chargor acknowledges that the respective powers of the Bank and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 24
  - (1) All costs, charges and expenses incurred hereunder by the Bank or the Receiver and all other monies paid by the Bank or the Receiver in perfecting or otherwise in connection with this security, or in respect of the Deposit, including (without prejudice to the generality of the foregoing) all monies expended by the Bank under Clause 8(2) hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured including, without limitation, any costs of the Bank or the Receiver in defending any action where a third party impugned the title to the Deposit, shall be recoverable from the Chargor on a full indemnity basis as a debt and shall be charged on the Deposit and the Charge hereby conferred shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank or the Receiver may have or but for the said Charge would have for the monies hereby secured or any part thereof
  - (2) The amounts payable by the Chargor under sub-Clause (1) above shall carry interest (as well after as before judgement) at the rate of 3 per cent above the Base Rate of the Bank for the time being from the date on which they were paid or incurred by the Bank or the Receiver (as the case may require) and such amounts and interest may be debited by the Bank to any account of the Chargor, but shall, in any event,

form part of the amounts hereby secured and accordingly be secured on the Deposit under the charges contained in this Charge

- 25 All sums of whatsoever nature which are payable by the Chargor under this Charge and which are now or at any time hereafter become subject to Valued Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Chargor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof
- 26 For the purpose of giving effect to this Charge, the Chargor hereby declares that, as and when the charges contained in this Charge shall become enforceable or a demand for payment of the amounts secured under this Charge has been made, it will hold all of the Deposit (subject to the right of redemption) upon trust to convey, assign or otherwise deal with the Deposit in such manner and to such person as the Bank shall direct and declares that it will be lawful for the Bank to appoint a new trustee or trustees of the Deposit in place of the Chargor
- 27 (1) If there are any security interests having priority to the charges contained in this Charge in respect of all or any part of the Deposit then -
- (a) if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior security interest against the Deposit, the Bank, an Account Bank, a Secured Party or any Receiver may (but without prejudice to any rights the Bank or the Receiver may have under Statute) redeem such prior Charge or procure the transfer thereof to itself or himself, as the case may be, and may settle and pass the accounts of the prior Chargees and any account so settled and passed shall be conclusive and binding on the Chargor and the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid to the Bank on demand with interest in accordance with Clause 3 and, until payment, the Deposit shall stand charged with the amount to be paid, and
- (b) all the powers, authorities and discretions conferred by a prior Charge upon the Chargee or any Receiver thereunder shall be exercisable by the Bank or a Receiver in like manner as if the same were expressly included herein and the Bank shall be entitled to exercise all the powers, authorities and discretions of an Administrative Receiver, Receiver, Manager or Receiver and Manager appointed thereunder
- 28 This Charge shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Bank, any Account Bank or any Secured Party or the Chargor or any amalgamation or consolidation by the Bank, any Account Bank or any Secured Party or the Chargor with any other corporation
- 29 No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Bank to recover the amounts secured under this Charge from the Chargor (including any monies which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the Charges contained in this Charge to the full extent of the amounts secured hereunder
- 30 If the Bank shall have reasonable grounds in its absolute discretion for believing that the Chargor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by the Chargor to the Bank or a Secured Party, the Bank shall be at liberty to retain the Charges contained in or created pursuant to this Charge for a period of twenty-five calendar months after the payment and discharge in full of all secured amounts notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Bank or such Secured Party on or as a consequence of, such payment or discharge of liability provided that, if at any time within the period of twenty-five calendar months after such payment or discharge, a petition shall be presented to a competent Court for an order for the winding-up or the making of an administration order in respect of the Chargor, or the Chargor shall commence to be wound-up or

to go into administration or any analogous proceedings shall be commenced by or against the Chargor, the Bank shall be at liberty to continue to retain such security for such further period as the Bank may determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank and the Secured Parties of all secured amounts

- 31 If under any applicable law, whether as a result of a Judgement against the Chargor or the liquidation of the Chargor or for any other reason, any payment under or in connection with this Charge is made or any amount is received or recovered by the Bank in respect of the amounts secured under this Charge in a currency (the "other currency") other than the currency in which the amounts secured hereunder are payable (the "original currency"), then to the extent that the payment to or receipt by the Bank or relevant Secured Party (when converted at the rate of exchange on the date of payment or receipt) falls short of the whole of the amounts secured the Chargor shall as a separate and independent obligation fully indemnify the Bank against the amount of the shortfall, and for the purposes of this Clause, "rate of exchange" means the rate at which the Bank is able on the relevant date to purchase the original currency in London with the other currency
- 32 If the Chargor fails to pay or discharge any part of the amounts secured when due, the Bank from time to time may purchase an amount of the currency in which such sum is due with any other currency or currencies and the Chargor's obligation thereafter shall be to pay to the Bank the amount of the other currency or currencies so used for that purchase
- 33 This Charge and any non-contractual obligations connected with it are governed by, and this Charge shall be construed in accordance with, the laws of England
- 34 (1) In this Charge, reference to a statutory enactment shall be construed as a reference to that enactment as amended or re-enacted from time to time. If there are two or more persons comprised in the Chargor all covenants herein contained or implied on the part of the Chargor shall be deemed to be joint and several covenants on their part and the covenant in Clause 1 hereof and the remaining covenants, Charges and provisions hereof shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person and references to the Chargor in relation to the retirement of bills shall mean and include any one or more of such parties as well as such parties jointly
- (2) The provisions (if any) set out in the Fourth Schedule shall have effect
- 35 (1) The rights conferred on a Receiver or on each officer of the Bank or a Receiver under clauses 12, 13 and 24 are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act")
- (2) With the exception of each Secured Party, no other term of this Charge is enforceable under the Third Parties Act by anyone who is not a party to this Charge
- (3) The parties to this Charge may terminate this Charge or vary any of its terms without the consent of any third party. However, they may not terminate this Charge or vary any of its terms if this would have the effect of terminating or adversely affecting the rights of a Receiver under this Charge without its consent, but only to the extent that it has notified the Bank that it intends to enforce that clause at the time of the termination or variation

AS WITNESS this Charge has been executed by the respective parties



THE CHARGOR

EXECUTED AS A DEED by affixing the Common Seal of **BDL MILTON KEYNES LIMITED**

in the presence of -

Signature of director

Signature of [director][secretary]

SIGNED AS A DEED by **BDL MILTON KEYNES LIMITED**

Acting by

(signature)..... (Director)

(Print full name)

in the presence of -

Signature of witness

Name (in block capitals)

Address

SIGNED AS A DEED by [ ]

in the presence of -

Signature of witness

Name (in block capitals)

Address

THE BANK

SIGNED BY

For and on behalf of THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND

THE ACCOUNT BANK

SIGNED BY

1. 2. 3. 4.

5. 6.

For and on behalf of THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND

SIGNED BY

For and on behalf of BANK OF IRELAND (UK) ~~LIMITED~~ PLC

*DLA PIPER UK RP*

THE FIRST SCHEDULE


The Deposit

All sums from time to time standing to the credit of the interest bearing deposit account described below (or such other account as the Bank may in its absolute discretion require) plus all interest on such sums and all other amounts of whatever nature deriving directly or indirectly from such sums

Account Bank Bank of Ireland (UK) ~~Limited~~ *PLC* *DWA PAPER UK LLP*

Account name BDL Milton Keynes Ltd

Account number 

Designated as 

Sort Code 

(as such account may be re-designated or re-numbered from time to time)

**THE SECOND SCHEDULE**

**The Bank's Powers**

- 1 To apply or transfer as the Bank in its absolute discretion thinks fit (whether on, before or after the expiry of any fixed or minimum period applicable to the Deposit) all or any part of the Deposit in or towards the payment or discharge of all monies hereby agreed to be paid,
- 2 To sell or otherwise dispose of all or any part of the Deposit,
- 3 To receive all or any money payable in respect of or in connection with the Deposit,
- 4 To negotiate, compromise and/or agree any dispute arising out of the Deposit,
- 5 To set-off at any time without notice or further demand, the Deposit or any other sums standing to the credit of any one or more accounts in the name of the Bank or of the Chargor jointly with others (whether current, deposit, loan or of any other nature whatsoever and whether subject to notice or not and whether in sterling or in any other currency) in or towards the payment and discharge of all monies hereby agreed to be paid,
6. With a view to, or in connection with, the sale of the Deposit, to carry out any transaction, scheme or arrangement which the Bank may, in its absolute discretion, consider appropriate, and
- 7 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Third Schedule hereto (Receiver's powers) and which may not be included in paragraphs 1 to 6 above,

AND to do so whether or not the Bank is in possession of the Deposit, and whether or not a Receiver has been appointed by it under its statutory power and is acting

**THE THIRD SCHEDULE**

**The Receiver's Powers**

- 1 To take possession of, get in and collect the Deposit,
2. To sell, exchange, license or otherwise dispose of or in any way whatsoever deal with the Deposit for such consideration (if any), including shares, debentures, or any other securities whatsoever, and upon such terms as he may think fit, and to concur in any such transactions,
- 3 In connection with the exercise, or the proposed exercise, of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due) to borrow or raise money from any person, including the Bank, without security or on the security of the Deposit and generally on such terms as he may think fit,
- 4 To bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Deposit,
- 5 To transfer all or any of the Deposit to any other company or body corporate, whether or not formed or acquired for the purpose
- 6 To do or cause or authorise to be done, any act or thing or to carry out or cause or authorise to be carried out any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Deposit which he may consider expedient as effectually as if he were solely and absolutely entitled to the Deposit
- 7 In connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Chargor or otherwise, as he may think fit, all documents, acts or things which he may consider appropriate,
- 8 To redeem, discharge or compromise any security interest from time to time having priority to or ranking *pari passu* with this Charge,
- 9 To exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Deposit or incidental to the ownership of or rights in or to any Deposit and to complete or effect any transaction entered into by the Chargor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Chargor relating to or affecting the Deposit
- 10 To exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986, and
- 11 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Second Schedule hereto (Bank's Powers) and which may not be included in paragraphs 1 to 11 above

**THE FOURTH SCHEDULE**

**Additional Covenants and Provisions**

DATED the   (day) of the   (month)     (year)

BRANCH

TO  
THE GOVERNOR AND COMPANY  
OF THE  
BANK OF IRELAND

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**CHARGE OF DEPOSIT**

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**RELEASE**

This Release made the   (day) of the   (month)   (year) between the within-named The Governor and Company of the Bank of Ireland (the "Bank") (as security trustee for the Secured Parties as defined in the Charge) of the one part and the within-named

of the other part WITNESS that the Bank as mortgagee hereby releases ALL AND SINGULAR the property, now comprised in or charged by the within-written Deed from all monies secured by and from all claims and demands under the within-written Deed As WITNESS this Charge has been executed as a Deed the day and year first above written

Executed as a Deed under the Corporate  
Seal of The Governor and Company of  
the Bank of Ireland in the presence of