



Registration of a Charge

Company name: **PRIMEROUTE LIMITED**

Company number: **05494312**



X4A8CJCP

Received for Electronic Filing: **24/06/2015**

Details of Charge

Date of creation: **16/06/2015**

Charge code: **0549 4312 0007**

Persons entitled: **LLOYDS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5494312

Charge code: 0549 4312 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2015 and created by PRIMEROUTE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2015 .

Given at Companies House, Cardiff on 25th June 2015

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



Companies House



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

Execution Version

APPLEBY

Dated 16 June 2015

(1) LLOYDS BANK PLC (Security Agent)

(2) PRIMEROUTE LIMITED (Grantor)

SECURITY INTEREST AGREEMENT

Relating to the units in Yate Shopping Centre Unit Trust

Appleby
13-14 Esplanade
St Helier
Jersey JE1 1BD

070334.0029

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THIS AGREEMENT is dated 16 June 2015

PARTIES

- (1) **LLOYDS BANK PLC** as trustee for the Secured Parties (**Security Agent** which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties); and
- (2) **PRIMEROUTE LIMITED** a company incorporated in England with registered number 05494312 and whose registered office is at New Burlington Road, 1075 Finchley Road, London NW11 0PU (**Grantor**).

BACKGROUND

- (A) The Lenders are willing to make certain real estate investment and development loan facilities available to the Borrowers on the terms and subject to the conditions set out in the Facilities Agreement.
- (B) Pursuant to this Agreement, the Grantor has agreed to create first ranking security (in priority to the Existing SIA) over the Collateral in favour of the Security Agent in connection with, and as required by, the Intercreditor Deed.
- (C) The Board of Directors of the Grantor is satisfied that the Grantor is entering into this Agreement for the purposes of its business and that its doing so benefits the Grantor.
- (D) The Security Agent holds the security interest constituted by this Agreement on trust for itself and the other Secured Parties on the terms of this Agreement, the Facilities Agreement and the Intercreditor Deed.
- (E) This Agreement includes the terms of and constitutes a security agreement in accordance with the provisions of the Security Interests (Jersey) Law 2012 (**2012 Law**). For the purposes of the 2012 Law, the Security Agent is the secured party and the Events of Default constitute the events of default.

AGREED TERMS

1. DEFINITIONS

Agreement: shall mean and extend to every separate and independent stipulation contained herein including, without limitation, the parties clause, the recitals and the Schedules;

bankruptcy: shall have the meaning contained in the Interpretation Law and shall also include any proceedings of a similar nature in any place outside Jersey and "bankrupt" shall be construed accordingly;

Borrower: each of the Grantor and Primetone Limited;

Collateral: all of the Grantor's right title and interest in and to the Units (including without limitation (i) any securities substituted for the Units or added thereto from time to time and (ii) all distributions

dividends payments and receipts of any kind (whether or not of an income or capital nature or otherwise) and all interest paid or payable after the date hereof on or in respect of the Units or such other securities and (iii) all securities (and distributions dividends payments and receipts of any kind (whether or not of an income or capital nature or otherwise and any interest thereon) rights moneys or other property accruing or offered at any time by way of redemption bonus preference option consolidation sub-division or otherwise to or in respect of the Units or such other securities);

Crestbridge Corporate Trustee: Crestbridge Corporate Trustees Limited (a company incorporated in Jersey with registered number 73883 having its registered office at 47 Esplanade, St Helier, Jersey, JE1 OBD (in its capacity as joint trustee of the Unit Trust);

Crestbridge Trust Trustee: Crestbridge Trust Limited (a company incorporated in Jersey with registered number 53805 having its registered office at 47 Esplanade, St Helier, Jersey, JE1 OBD. (in its capacity as joint trustee of the Unit Trust);

Default Rate: the rate of interest calculated in accordance with clause 8.4 (Default interest) of the Facilities Agreement;

Encumbrance: any mortgage, security interest, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security;

Event of Default: any event or circumstance specified as such in Clause 11.1;

Existing SIA: the second ranking security interest agreement in relation to the Collateral dated 12 October 2012 granted by the Grantor and assigned to Grandsoft Limited as secured party;

Facilities Agreement: the term facilities agreement dated on or about the date of this Agreement and made between, among others, Primetone Limited and the Grantor as borrowers, the Trustees as trustee obligors, Lloyds Bank plc as original lender, original hedge counterparty and agent and the Security Agent;

Intercreditor Deed: the intercreditor deed dated on or about the date of this Agreement and made between the Borrowers, the Trustees, Grandsoft Limited as subordinated creditor and the Security Agent;

Interpretation Law: the Interpretation (Jersey) Law 1954;

Liability: any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

Other Units: the following units in the Unit Trust held by the Other Unitholder:

- (a) 45,011.4 VAT units in the Unit Trust; and
- (b) 49,662,519.85 units in the Unit Trust; and

Other Unitholder: Primetone Limited, a company incorporated in England with registered number 05494314 and whose registered address is at New Burlington Road, 1075 Finchley Road, London, NE11 0PU;

Permitted Security: any Encumbrance expressly permitted in an agreement between the Security Agent and the Grantor;

Powers of Attorney Law: the Powers of Attorney (Jersey) Law 1995;

Secured Obligations: all present and future Liabilities of the Grantor to the Secured Parties (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever) provided that no Liability shall be included in the definition of **Secured Obligations** to the extent that, if it were so included, the Security (or any part thereof) or any other provision of this Agreement would be unlawful or prohibited by any applicable law;

Trust Instrument: the unit trust instrument dated 25 July 2005 as entered into by the Trustees (each under previous name of Dominion Corporate Trustees Limited and Dominion Trust Limited) governing the Unit Trust, as amended and restated on 27 July 2005 and 12 October 2012;

Trustee: each of Crestbridge Trust Trustee and Crestbridge Corporate Trustee acting in their capacity as joint trustees of the Unit Trust;

Units: the following units in the Unit Trust which units are issued to and registered in the name of the Grantor:

(c) 42,051.1 VAT units in the Unit Trust; and

(d) 49,665,480.15 units in the Unit Trust; and

Unit Trust: means the unit trust scheme governed by the Trust Instrument and known as Yate Shopping Centre Unit Trust.

2. CONSTRUCTION

2.1 In this Agreement, unless the context otherwise requires:

2.1.1 words in the singular shall include the plural and words in the plural shall include the singular;

2.1.2 words denoting any gender shall include all genders;

2.1.3 headings are used for convenience only and shall not affect the interpretation of this Agreement;

2.1.4 references to Clauses and Schedules are to be construed as references to clauses of and schedules to this Agreement;

- 2.1.5 references to any agreement or document (including, without limitation, references to this Agreement and the Facilities Agreement) shall be deemed to include references to such agreement or document as from time to time varied, amended, novated, supplemented or replaced;
- 2.1.6 references to any enactment shall be deemed to include references to such enactment as from time to time amended, extended, re-enacted or consolidated;
- 2.1.7 reference to any person shall include any body of persons corporate or unincorporated; and
- 2.1.8 words and expressions defined in the 2012 Law, the Interpretation Law or the Powers of Attorney Law shall have the same meanings and bear the same interpretations when used in this Agreement.
- 2.2 Unless the contrary intention is expressed, all terms defined in the Facilities Agreement shall have the same meaning here.
- 2.3 References to an Event of Default being "continuing" mean that it has not been waived by the Security Agent.
3. **COVENANT TO PAY**
- 3.1 The Grantor agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand of the Security Agent.
- 3.2 Any Secured Obligation which is owed by the Grantor under this Agreement and is not paid when due shall bear interest at the Default Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Grantor on demand of the Security Agent.
4. **CREATION OF SECURITY INTEREST**
- 4.1 To give security to the Security Agent for the payment and discharge of the Secured Obligations the Grantor grants to the Security Agent a first ranking security interest under the 2012 Law extending to all the Grantor's right, title and interest, present and future, in and to the Collateral.
- 4.2 Notwithstanding any other provision of this Agreement, the Secured Party shall not take any step to be registered as the holder of any of the Collateral until the occurrence of an Event of Default which is continuing.
5. **ATTACHMENT**
- 5.1 The Grantor acknowledges that value has been given in respect of this Agreement by the Security Agent.

5.2 The Grantor agrees that the security interest hereby created will attach to:

5.2.1 all of the Collateral in relation to which the Grantor has rights at the date of this Agreement; and

5.2.2 all Collateral to which the Grantor becomes entitled after the date of this Agreement.

6. PERFECTION

6.1 In order to perfect the security interest hereby created, the Grantor agrees

6.1.1 that the Security Agent shall have control of the Collateral for the purposes of Articles 3(5) and 18(1)(c)(i) of the 2012 Law by being in possession of the certificates representing the Collateral;

6.1.2 to deliver to the Security Agent (or its agent) on or before the date hereof all certificates representing, and duly executed blank unit transfer forms in respect of, the Units so as to enable the Units to be registered in the name of the Security Agent (or its agent) and any purchaser together with all such consents or waivers as may be necessary to enable such registration to take place; and

6.1.3 that the Security Agent (or its representatives) may register such financing statements or financing change statements as it thinks fit as a means of continuously perfecting its security interest in the Collateral.

7. FURTHER ASSURANCE AND POWER OF ATTORNEY

7.1 The Grantor hereby agrees that, at any time and from time to time upon the written request of the Security Agent, it will forthwith do any and all such acts and things and execute and deliver any and all such documents as the Security Agent may properly deem desirable for creating, perfecting, maintaining or (on or after the occurrence of an Event of Default) when enforcing its security interest in the Collateral for vesting the Collateral in the Security Agent (or its nominee), for selling the Collateral and vesting the same in any purchaser or in any respect whatsoever for obtaining the full benefit of this Agreement and of the rights, powers and discretions herein granted.

7.2 In accordance with Article 5(2)(a) of the Powers of Attorney Law, for the purpose of facilitating the exercise of the powers of the Security Agent under the 2012 Law and of the powers given pursuant to this Agreement, the Grantor hereby irrevocably appoints the Security Agent and the persons deriving rights under the Security Agent jointly and also each of them severally as the Grantor's attorney (with full power of substitution in accordance with Article 8 of the Powers of Attorney Law) for the Grantor and in the name and on behalf of the Grantor to execute and complete any transfers or other documents whatsoever which the Security Agent may require for perfecting maintaining or enforcing its security interest or for vesting the Collateral in the Security Agent (or its nominee) or for selling the Collateral and vesting the same in any purchaser and to make any substitution, addition or other alteration to the property comprising the Collateral or to this Agreement and generally to execute and deliver or otherwise

perfect any such transfers or other documents whatsoever required by the Security Agent and to do any such acts and things as the Security Agent may require in order to obtain the full benefit of this Agreement and of the rights, powers and discretions herein granted. The Grantor hereby covenants with the Security Agent and the persons deriving rights under the Security Agent to ratify and confirm any lawful exercise of the power of attorney granted in this sub-clause (2).

- 7.3 The Grantor hereby agrees to indemnify and keep indemnified the Security Agent and the persons deriving rights under the Security Agent (including substitute attorneys) against all losses, liabilities, costs (including, without limitation, legal fees), claims, actions, demands and expenses which may be incurred by the Security Agent or the persons deriving rights under the Security Agent (including substitute attorneys) or which may be made or brought against the Security Agent or the persons deriving rights under the Security Agent (including substitute attorneys) as a result of or in connection with anything done by the Security Agent or the persons deriving rights under the Security Agent (including substitute attorneys) under or pursuant to the power of attorney granted in sub-clause (2) hereof.
- 7.4 Without prejudice to the foregoing, the Grantor hereby agrees that, upon the written request of the Security Agent, it will forthwith execute such further security agreement or agreements (in form and substance satisfactory to the Security Agent) as the Security Agent may reasonably require in respect of the Collateral.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Grantor represents and warrants to the Security Agent and persons deriving title under the Security Agent to the intent that the same shall be continuing representations and warranties whilst this Agreement remains in place:

- 8.1.1 subject only to any security interest or interests created pursuant to this Agreement and/or a Permitted Security, the Grantor is the sole legal and beneficial owner of and has good title to the Collateral;
- 8.1.2 other than as provided in this Agreement and/or a Permitted Security, there are no Encumbrances affecting the Collateral;
- 8.1.3 this Agreement constitutes a valid first priority security interest in respect of the Units under the 2012 Law;
- 8.1.4 the Grantor has full power and authority to hold the Collateral;
- 8.1.5 the Grantor has not been declared bankrupt or had any judgement taken against it in any court or suffered or committed any act indicative of bankruptcy by the law of any jurisdiction;
- 8.1.6 all the Units are fully paid up and there are no moneys or liabilities outstanding or payable in relation thereto;
- 8.1.7 the Units are not subject to any options to purchase warrants pre-emption or similar rights or any Encumbrance of any kind and nor has any agreement or contract been entered into

or will be entered into by the Grantor (other than in favour of the Security Agent) creating or granting any such rights or Encumbrances;

- 8.1.8 save as provided in this Agreement, there are no restrictions imposed by the Trust Instrument or otherwise upon the voting rights associated with, or upon the transfer of, the Units to the Security Agent (or its nominee) or any other person in the event of the enforcement of the security created by this Agreement;
- 8.1.9 the Units (together with the Other Units) constitute all the issued units in the Unit Trust;
- 8.1.10 the Units have been duly issued;
- 8.1.11 all resolutions, consents, licences, permits and approvals of any person (including without limitation, any governmental or regulatory body or agency) required by law or otherwise for the establishment of the Unit Trust and/or the issue of the Units and the carrying on of the business of the Unit Trust have been duly passed, obtained or given and all such resolutions, consents, licences, permits and approvals remain in full force and effect; and
- 8.1.12 it is not required under the law of the Grantor's jurisdiction of incorporation to make any deduction for or on account of tax from any payment the Grantor may make under this Agreement.

9. COVENANTS

The Grantor agrees and covenants until such time as the Secured Obligations have been discharged in full:

- 9.1 to deliver to the Security Agent (or its nominee) contemporaneously with the execution and delivery of this Agreement, the certificates of title relating to the Units and to deliver to the Security Agent (or its nominee) any other certificates of title issued at any time on or after the date hereof which relate to the Collateral forthwith after the issue of such other certificates of title;
- 9.2 to deliver to the Security Agent (or its nominee) contemporaneously with the execution and delivery of this Agreement, duly executed (left undated) instruments of transfer in respect of the Units (and to deliver to the Security Agent (or its nominee) duly executed (left undated) instruments of transfer in respect of any Collateral issued on or after the date hereof which relate to the Collateral) so as to enable, subject always to Clause 4.2, the Security Agent (or its nominee) and any purchasers to be registered as the holder of the Units together with all such consents or waivers as may be necessary to enable such registration to take place;
- 9.3 to use its best endeavours to procure that the Trustees execute and deliver a duly completed Security Acknowledgement substantially in the form set out in Schedule 1;
- 9.4 to procure any further Security Acknowledgment that may be reasonably required in respect of the Collateral when required to do so by the Security Agent;
- 9.5 subject always to Clause 4.2, to procure that the Trustees will upon the request of the Security Agent (or its nominee), forthwith register the Security Agent (or its nominee) and any purchasers of any

Collateral as Unitholder (as defined in the Trust Instrument) and issue unit certificates in respect thereof;

- 9.6 save pursuant to a Permitted Security, not to assign or otherwise create any Encumbrance affecting the Collateral without the prior written consent of the Security Agent;
- 9.7 save pursuant to a Permitted Security, not to sell, transfer or otherwise dispose of all or part of the benefit of the Grantor's interest in the Collateral or to agree to do the same without the prior written consent of the Security Agent;
- 9.8 not to take any action which might (and not to omit to take any action where any such omission to act might) impair the interest of the Security Agent or the Grantor or both of them in the Collateral;
- 9.9 to pay duly and promptly all calls, instalments or other payments which may from time to time be made or become due in respect of the Collateral in default of which the Security Agent may if the Security Agent with absolute discretion thinks fit make any such payments on behalf of the Grantor. All such payments made by the Security Agent shall be repayable on demand by the Grantor to the Security Agent together with all costs and expenses incurred by the Security Agent. The Grantor agrees to pay interest on such payments, costs and expenses from the date of payment by the Security Agent to the date of payment by the Grantor to the Security Agent at the Default Rate, both before and after any judgment;
- 9.10 not to do or cause or permit to be done anything which adversely affects any security interest or interests created pursuant to this Agreement or prejudices the value of the security hereby created, and without limitation, not without the Security Agent's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further units in the Unit Trust or otherwise howsoever; and
- 9.11 to ensure that its payment obligations under this Agreement at all times rank at least *pari passu* with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

10. **RIGHTS AND RESTRICTIONS**

The Security Agent and Grantor agree:

- 10.1 the Grantor is authorised by the Security Agent to exercise the right to vote in relation to the Collateral provided that the Grantor shall not exercise any such right to vote if an Event of Default has occurred and provided further that the Grantor shall not vote at any time, without the prior written consent of the Security Agent, in favour of any resolution the effect of which will be to alter, vary or modify the Trust Instrument or to affect adversely the value of the Collateral or in any way to prejudice the security interest or interests hereby created or the interests of the Security Agent hereunder;
- 10.2 if an Event of Default has occurred, the Security Agent (or its nominee) shall have the right to vote in respect of the Collateral but so that the Security Agent (and any nominee of the Security Agent) shall not in any circumstances incur any liability or be under any obligation whatsoever as a result thereof and, without limitation, the Security Agent (and any nominee

of the Security Agent) shall be under no obligation to exercise its right to vote in respect of the Collateral in any manner or at all and shall incur no liability either for doing so or for failing so to do;

10.3 if the Security Agent (or its nominee) is not the registered holder of the Units at any time when the Security Agent (or its nominee) may exercise the right to vote in relation to the Collateral in accordance with Clause 10.2 above, the Grantor hereby irrevocably appoints the Security Agent (or its nominee) as its proxy to exercise any such right to vote;

10.4 provided that no Event of Default has occurred, the Grantor is authorised by the Security Agent to receive all dividends or other income or distributions paid or payable on or in relation to the Collateral (and the Security Agent shall account to the Grantor therefor if and to the extent that the same are received by the Security Agent, retaining therefrom only such amount (if any) in respect of which the Security Agent shall be liable to account for tax and the expenses of the Security Agent incurred in connection therewith and with such accounting) and this applies notwithstanding the fact that such dividends or other income or distributions constitute part of the Collateral;

10.5 if an Event of Default has occurred, the Security Agent (or its nominee) shall be entitled to receive all dividends or other income or distributions paid or payable on or in relation to the Collateral and may apply the same in or towards payment or discharge of the Secured Obligations;

10.6 if an Event of Default has occurred, all securities (and the distributions, dividends and payments of any kind (whether or not of an income or capital nature or otherwise) thereon), rights, moneys or other property accruing or offered at any time by way of redemption, bonus, preference, option, consolidation, sub-division or otherwise to or in respect of the Units or any securities substituted therefor or added thereto shall accrue or be offered to the Security Agent and shall form part of the Collateral and the Grantor agrees that the further assurance and power of attorney provisions set out in Clause 7 shall apply thereto;

10.7 without limitation,

10.7.1 if any such property as is referred to in Clause 10.6 should, after an Event of Default has occurred; and/or

10.7.2 if an Event of Default has occurred and any such property as is referred to in Clause 10.4 should,

be received by the Grantor (or by some person on its behalf) such property shall be held by the Grantor (or such person) on trust for the Security Agent (or its nominee) and immediately be paid or transferred to the Security Agent (or its nominee); and

10.8 the Grantor shall continue to be responsible (notwithstanding anything to the contrary herein contained) for all liabilities and obligations in respect of the Collateral and the Security Agent (and any nominee of the Security Agent) shall have no liability or obligation in relation to the Collateral or any matter or proceeding arising out of or related thereto and, without limitation, shall be under no liability to the Grantor for failure to present any interest, coupon, bond or stock or any other securities of any

kind which may be called or drawn for repayment or redemption or to pay any calls, instalments or other payments which may become payable on or to accept any offer relating to the Collateral or to notify the Grantor of any such matters whether or not such failure is caused or contributed to by the negligence on the part of the Security Agent or of any employee, agent or nominee of the Security Agent.

11. EVENTS OF DEFAULT AND ENFORCEMENT

- 11.1 Each of the events or circumstances set out in clauses 25.1 to 25.17 (inclusive) of the Facilities Agreement shall constitute an Event of Default for the purposes of this Agreement as if such Events of Default were set out in full herein.
- 11.2 Upon the occurrence of an Event of Default, all the powers of enforcement in relation to the Collateral conferred by the 2012 Law shall become immediately exercisable by the Security Agent provided that the Security Agent has served on the Grantor written notice specifying the Event of Default.
- 11.3 Such powers of enforcement shall, subject to the 2012 Law, be exercisable by the Security Agent in such manner as the Security Agent may, in its absolute discretion deem appropriate and with all the powers of a beneficial owner.
- 11.4 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Security Agent to exercise the power of sale has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.
- 11.5 Subject to sub-clause (6) of this Clause, the proceeds of an exercise by the Security Agent of the powers of enforcement shall be applied in accordance with the 2012 Law, and subject to the terms of the Facilities Agreement, and the Security Agent may determine the order in which individual obligations and liabilities comprising the Secured Obligations are paid or discharged.
- 11.6 Any amount received or recovered by the Security Agent in respect of any sum due or payable by the Grantor pursuant to the Secured Obligations and any amount received or recovered pursuant to this Agreement may be placed in a suspense account for so long as the Security Agent thinks fit.
- 11.7 Subject to Clause 14, if any balance remains after the discharge of the Secured Obligations following an exercise by the Security Agent of the powers of enforcement such balance shall be placed in an account with the Security Agent in the name of the Grantor and the Security Agent shall have no greater responsibility with respect thereto than it has in the normal course of its business as a banker holding an account for its customer.
- 11.8 Subject to the 2012 Law, the Grantor shall have no right or claim against the Security Agent in respect of loss arising out of a sale of or recourse against the Collateral pursuant hereto howsoever such loss may have been caused and in the case of a sale of the Collateral whether or not a better price might have been obtained.
- 11.9 In accordance with Article 44(4) of the 2012 Law, the Grantor and the Security Agent hereby agree that notice need not be given under Article 44 of the Law to the Grantor.

- 11.10 In accordance with Article 54(5)(a) of the 2012 Law, the Grantor and the Security Agent hereby agree that the Grantor shall not have any right of reinstatement pursuant to Article 54(4) of the 2012 Law or otherwise.

12. CURRENCY

- 12.1 All moneys received or held by the Security Agent under this Agreement may be converted into such other currency as the Security Agent considers reasonably necessary or desirable to cover the Secured Obligations or any part thereof at the then prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) for purchasing that other currency with the existing currency.
- 12.2 The Security Agent may in its absolute discretion without notice to the Grantor purchase so much of any currency as the Security Agent considers reasonably necessary or desirable to cover the Secured Obligations or any part thereof at the then prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) for purchasing such currency with sterling and the Grantor hereby agrees to indemnify the Security Agent against the full cost incurred by the Security Agent for such purchase.
- 12.3 The Security Agent shall not be liable to the Grantor for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.
- 12.4 Subject to Clause 10, no payment to the Security Agent shall discharge the Secured Obligations in whole or in part unless and until the Security Agent shall have received payment in full in the currency or currencies provided for by the Secured Obligations and to the extent that the Secured Obligations are not discharged in full the Security Agent shall have a further separate cause of action against the Grantor and shall be entitled to enforce this Agreement until the Secured Obligations are discharged in full.

13. NEW ACCOUNTS

If the Security Agent receives notice of any subsequent security or other Encumbrance or disposal affecting the Collateral or any part thereof or interest therein, the Security Agent may open a new account for the Grantor. If the Security Agent does not open a new account then, unless the Security Agent gives express written notice to the contrary to the Grantor, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Grantor to the Security Agent shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount outstanding under the Secured Obligations at the time when it received such notice.

14. CONDITIONAL DISCHARGE AND RETENTION OF COLLATERAL

Any discharge of the Secured Obligations in whole or in part hereunder shall be conditional on no security, payment or other disposition given or made by the Grantor to the Security Agent being avoided or being required to be repaid on bankruptcy, liquidation or otherwise howsoever and this Agreement, the security interest or interests created hereunder in the Collateral and the Secured Obligations shall remain in place until all time periods during which any such security, payment or

other disposition might be so avoided or required to be repaid have passed and the Secured Obligations have been unconditionally and irrevocably paid, performed or otherwise discharged in full.

15. CONTINUING SECURITY AND PRESERVATION OF SECURITY

15.1 The security interest or interests hereunder shall:

15.1.1 continue in existence and shall not terminate until such time as the Secured Obligations have been unconditionally and irrevocably paid, performed or otherwise discharged in full and the applicable provisions of Article 9 of the 2012 Law have been satisfied;

15.1.2 constitute a continuing security notwithstanding any intermediate payment or settlement of account or any other matter whatsoever and shall be in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, lien, set off, combination, security interest, mortgage, charge or other security or other right now or hereafter held by or available to the Security Agent and shall not be prejudiced or affected thereby or by the invalidity thereof or by the Security Agent now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which the Security Agent may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable in respect of the Secured Obligations;

15.1.3 not be discharged by the bankruptcy, insolvency or incapacity of the Grantor or any other person or by any change in the constitution of the Grantor or any other person or by the Grantor or any other person becoming involved in any amalgamation, reorganisation, reconstruction or merger; and

15.1.4 not be affected by any variation of the terms of the Secured Obligations.

15.2 A certificate of the Security Agent setting forth the amount due from the Grantor under the Secured Obligations or pursuant to this Agreement howsoever shall, as against the Grantor, in the absence of manifest error, be conclusive evidence of such amount.

15.3 No failure or delay by the Security Agent in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

15.4 This Agreement and the obligations of the Grantor hereunder shall not be affected by any act, omission or circumstances which but for this provision might operate to release or otherwise exonerate the Grantor from this Agreement or such obligations.

16. RELEASE OF SECURITY INTERESTS

16.1 Upon the unconditional and irrevocable payment, performance or other discharge of the Secured Obligations in full, the Security Agent shall, subject to the rights of any persons for the time being entitled thereto in priority to the Grantor or any rights of set off, at the request and cost of the Grantor:

- 16.1.1 release to the Grantor the certificates of title to so much (if any) of the Collateral as shall not have been applied by the Security Agent in or towards satisfaction of the Secured Obligations;
- 16.1.2 enter into a release agreement with the Grantor providing for the security interest created by this Agreement to be extinguished and for the Grantor to be released from its obligations under clauses 3, 6, 7, and 9 of this Agreement; and
- 16.1.3 register a financing change statement for the discharge of any financing statement registered in respect of the security interest created by this Agreement.

17. SET OFF AND COMBINATION OF ACCOUNTS

- 17.1 The Security Agent shall be entitled (as well before as at any time after the occurrence of an Event of Default), so long as the Secured Obligations remain outstanding in whole or in part, to combine or consolidate all moneys now or hereafter standing to the Grantor's credit in any account held with the Security Agent (whether in the Grantor's sole name or in joint names with the Grantor and any other person or persons or otherwise howsoever) whether a current or other account and wheresoever situate and to set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations whether the Secured Obligations or any part thereof be present, future, actual, contingent, primary, collateral, several or joint or otherwise howsoever.
- 17.2 Where such combination, consolidation, set off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) for purchasing the latter currency with the former currency.

18. COSTS AND EXPENSES

The provisions in relation to costs and expenses set out at clause 16 of the Facilities Agreement shall apply, *mutatis mutandis*, to this Agreement.

19. NOTICES

The provision in relation to notices set out at clause 34 of the Facilities Agreement shall apply, *mutatis mutandis*, to this Agreement.

20. MISCELLANEOUS

- 20.1 The Grantor irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the Island of Jersey whether by virtue of the customary law rights of:
 - 20.1.1 *droit de discussion* or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against it in respect of its obligations under this Agreement, and irrevocably and unconditionally undertakes that if at any time proceedings are brought against it in respect of its obligations hereunder and any other person is not also joined in any such proceedings, it will not require

that any other person be joined in or otherwise made a party to such proceedings, whether the formalities required by any law of the Island of Jersey whether existing or future in regard to the rights or obligations of sureties shall or shall not have been complied with or observed; and

- 20.1.2 *droit de division* or otherwise, to require that any liability under this Agreement be divided or apportioned with any other person or reduced in any manner.
- 20.2 Each of the provisions of this Agreement is separate and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 20.3 This Agreement may be executed in counterparts both of which taken together shall constitute a single agreement.
- 20.4 The rights of the Security Agent shall not be affected or prejudiced in any way by any change in its constitution or by its reconstruction or reorganisation or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person.
- 20.5 The Security Agent shall be entitled to assign or transfer all or any part of its right, title, interest and benefit under this Agreement and for such purpose shall be entitled and authorised to disclose any information concerning the Grantor to any proposed assignee.
- 20.6 The Grantor may not assign transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Agreement.
- 20.7 This Agreement is a Finance Document.
- 20.8 Without prejudice to any other mode of service allowed under any relevant law or this Agreement, the Grantor:
- 20.8.1 irrevocably appoints Crestbridge Corporate Services Limited as its agent for service of process in relation to any proceedings before the courts of the Island of Jersey in connection with or in relation to this Agreement; and
- 20.8.2 acknowledges and agrees that failure by a process agent to notify the Grantor of the process will not invalidate the proceedings concerned.
- 20.9 This Agreement shall be governed by and construed in accordance with Jersey law.
- 20.10 The parties hereto submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date stated at the beginning of it.

SCHEDULE 1
Security Acknowledgement

To: Lloyds Bank plc (First Ranking Secured Party)

From: Crestbridge Corporate Trustees Limited
and
Crestbridge Trust Limited
acting in their capacity as joint trustees of
Yate Shopping Centre Unit Trust (Unit Trust)

Acknowledged by: Grandsoft Limited (Second Ranking Secured Party)

First Ranking Security Interest Agreement dated [] 2015 made between Primeroute Limited and the First Ranking Secured Party (First Ranking Security)

Second Ranking Security Interest Agreement dated 12 October 2012 granted by Primeroute Limited and assigned to the Second Ranking Secured Party (Second Ranking Security)

We confirm that:

- (a) the Units (as defined below) are fully paid up and we have no right (and will not seek to exercise any right) of lien in respect of the Collateral (as defined below);
- (b) other than as notified to you, we have not, at the date of this Security Acknowledgement, received any notice that any third party has or will have any right or interest whatsoever in the Collateral (other than the Second Ranking Security) or is taking any action whatsoever against the same; and
- (c) if we become aware of any matter referred to in paragraph (b) above, we will immediately inform you in writing thereof.

This Security Acknowledgement shall be governed by and construed in accordance with the laws of Jersey.

Date

.....
for and on behalf of
Crestbridge Corporate Trustees Limited
acting in its capacity as a joint trustee of
Yate Shopping Centre Unit Trust

.....
for and on behalf of

Crestbridge Trust Limited

acting in its capacity as a joint trustee of

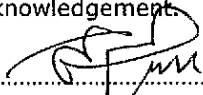
Yate Shopping Centre Unit Trust

The Collateral

All of the Grantor's right, title and interest in and to 42,051.1 VAT units in the Unit Trust and 49,665,480.15 units in the Unit Trust (**Units**) (including without limitation

- (i) any securities substituted for the Units or added thereto from time to time;
- (ii) all distributions dividends payments and receipts of any kind (whether or not of an income or capital nature or otherwise) and all interest paid or payable after the date hereof on or in respect of the Units or such other securities; and
- (iii) all securities (and distributions dividends payments and receipts of any kind (whether or not of an income or capital nature or otherwise and any interest thereon) rights moneys or other property accruing or offered at any time by way of redemption bonus preference option consolidation sub-division or otherwise to or in respect of the Units or such other securities).

The Second Ranking Secured Party acknowledges the matters referred to in this Security Acknowledgement.



.....
for and on behalf of

Grandsoft Limited

Date: 16 June 2015

SIGNATORIES

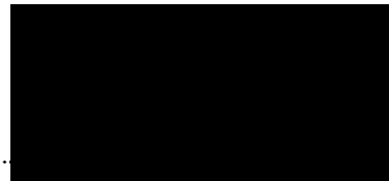
the Security Agent

SIGNED
for and on behalf of
LLOYDS BANK PLC

.....

the Grantor

SIGNED
for and on behalf of
PRIMEROUTE LIMITED



.....
Name: *Eliasz Englander*
Title: *Director*