92225/13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge

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

**You can use the WebFil** Please go to www compar

TUESDAY

*A2BQ5EVD*
A20 02/07/2013 #298
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 fo**
You may not use this form register a charge where th instrument Use form MR08

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

**1 Company details**

For official use 1 0

Company number: 0 5 6 0 8 4 9 8

Company name in full: Pembroke Grafton GP Limited acting as general partner of Pembroke Grafton Limited Partnership (LP No 010987)

→ **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: d2 d8 m0 m6 y2 y0 y1 y3

**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: Deutsche Pfandbriefbank AG

Name:

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

## 4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**
Please use a continuation page if you need to enter more details

Description

The Real Property and the Intellectual Property Rights each as defined in the Charge

## 5 Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[✓] **Yes**

☐ **No**

## 8 Trustee statement ❶

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

☐

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

## 9 Signature

Please sign the form here

Signature

Signature

X Herbert Smith Freehills LLP X

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



#13521065v1\CG14824

# MR01
Particulars of a charge

## Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name

Company name Herbert Smith Freehills LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 E G

Country

DX 28

Telephone 020 7374 8000

## 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 or email 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

HERBERT
SMITH
FREEHILLS

**EXECUTION VERSION**

We hereby certify that save for material redacted pursuant to section 859G Companies Act 2006 this is a true and accurate copy of the original.

Herbert Smith Freehills LLP

Herbert Smith Freehills LLP
Exchange House
Primrose Street
London EC2A 2EG

Date 28 June 2013

... 28 ... June ..... 2013

**THE PERSONS LISTED IN SCHEDULE 1**
**TO THIS DEBENTURE**
as chargors
and
**DEUTSCHE PFANDBRIEFBANK AG**
as security trustee

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# DEBENTURE

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Herbert Smith Freehills LLP

11/12652301_7

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**THIS DEBENTURE** is made on 28 June 2013

**BETWEEN**

(1) **THE PERSONS LISTED IN SCHEDULE 1 TO THIS DEBENTURE** (each a **"Chargor"** and together the **"Chargors"**), and

(2) **DEUTSCHE PFANDBRIEFBANK AG** as security trustee for itself and each of the other Finance Parties (the **"Security Trustee"**)

**IT IS AGREED** as follows

## 1 DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

### 1 1 Definitions

1 1 1 Terms defined in the Credit Agreement shall, unless otherwise defined in this Debenture or unless a contrary intention appears, bear the same meaning when used in this Debenture and the following terms shall have the following meanings

**"Account Proceeds"** means all amounts (including interest) from time to time standing to the credit of the Accounts and the debts represented thereby

**"Administrator"** means a person appointed under schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor.

**"Charged Assets"** means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4 1 (*Creation of Floating Charge*) of this Debenture

**"Credit Agreement"** means the £38,500,000 term loan agreement between, among others, Pembroke Grafton Limited Partnership acting by its general partner Pembroke Grafton GP Limited as borrower and the Security Trustee dated on or around the date of this Debenture

**"Debts"** means all of a Chargor's present and future book and other debts, revenues and monetary claims (excluding amounts standing to the credit of the bank accounts referred to in paragraphs (A) and (B) of clause 22.1 2 (*Bank Accounts*) of the Credit Agreement), whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any such debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above

**"Insurance Policies"** means all present and future contracts or policies of property insurance in respect of the Real Property in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise)

**"Insurance Proceeds"** means all monies from time to time payable to each Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums

**"Intellectual Property Rights"** means all patents, patent applications, trademarks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights

**"Investments"** means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by

or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Chargor or whether the same have been delivered to or to the order of the Security Trustee or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Chargor

**"LPA"** means the Law of Property Act 1925

**"Real Property"** means

(i) all of the freehold and/or leasehold property of each Chargor specified in Schedule 2 (*Real Property*),

(ii) all freehold and leasehold property or immovable property of each Chargor situate in England and Wales (other than the property referred to in paragraph (i)),

(iii) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (i) and (ii) above, and

(iv) the Related Property Rights

**"Receiver"** means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Debenture

**"Related Investment Rights"** means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments

**"Related Property Rights"** means, where used in relation to a particular property, asset (or class of assets) or right, the following

(i) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein),

(ii) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right, and

(iii) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset

**"Secured Liabilities"** means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*)

**"Security Period"** means the period from the date of this Debenture until the date on which the Security Trustee has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full

1 1 2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Debenture

1 2 **Construction and Third Party Rights**

1 2 1 The provisions of clause 1 2 (*Construction*) of the Credit Agreement shall apply to this Debenture as if they were set out in this Debenture

1 2 2 No term of this Debenture is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Debenture

1 3 **Implied Covenants for Title**

The obligations of each Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994

1 4 **Effect as a Deed**

This Debenture is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only

1 5 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Charged Assets in this Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Debenture are incorporated into this Debenture

1 6 **Security Trust Provisions**

The Security Trustee holds the benefit of this Debenture on trust for the Finance Parties in accordance with clause 28 (*The Security Trustee*) of the Credit Agreement

1 7 **Legal owner confirmation**

The Chargors hereby confirm that the legal mortgage granted by them over the Real Property pursuant to Clause 3 1 is granted by them jointly in their capacity as legal owners of such Real Property

2 **COVENANTS TO PAY**

2 1 **Covenant to Pay Secured Liabilities**

Each Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to any Finance Party under or pursuant to the Finance Documents in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it, denominated in sterling or any other currency, or incurred on any current or other banking account or in any other manner whatsoever

2 2 **Potential Invalidity**

Neither the covenant to pay in Clause 2 1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2 3 (*Interest*) nor the security created by this Debenture shall extend to or include any liability or sum which would, but for this Clause 2 2, cause such covenant or security to be unlawful under any applicable law

2 3 **Interest**

2 3 1 Each Chargor hereby agrees to pay to the Security Trustee, in respect of any amount demanded from it in accordance with this Debenture (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement

between that Chargor or another Chargor and the relevant Finance Party) interest from first demand by the Security Trustee of that Chargor

(A) at the rate of interest payable or deemed to be payable by the relevant Obligor in respect of the amount demanded as calculated and compounded in accordance with any agreement between the relevant Finance Party and the relevant Obligor with respect to such amount, or

(B) failing such agreement, at the rate per annum which is two per cent (2%) per annum above the interest cost to the relevant Finance Party (as conclusively determined by that Finance Party) of funding the amount demanded, such interest being calculated daily on the basis of a 365 day year and compounded at monthly rests

2 3 2 Such interest shall accrue on a daily basis from the demand by the Security Trustee until actual payment by the relevant Chargor (both before and after any further demand or judgment or the liquidation of any Chargor)

## 3 SECURITY

### 3 1 Creation of Fixed Security

Each Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of this Debenture shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following

3 1 1 the Real Property,

3 1 2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights,

3 1 3 (to the extent that the same are not the subject of a fixed charge under Clause 3 1 4 or an assignment under Clause 3 2 (*Assignments*) all Debts,

3 1 4 all Account Proceeds,

3 1 5 all of its Investments,

3 1 6 all of its Intellectual Property Rights,

3 1 7 all goodwill and uncalled capital, and

3 1 8 (to the extent not effectively assigned under Clause 3 2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3 2 (*Assignments*)

### 3 2 Assignments

Each Chargor assigns to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in

3 2 1 the £5,608,308 35 interest free promissory note dated 22 May 2013, issued by the Borrower to the Ultimate Owner and assigned from the Ultimate Owner to the Limited Partner pursuant to the Promissory Note Assignment Agreement,

3 2 2 the Insurance Policies and the Insurance Proceeds,

3 2 3 all Rental Income,

3 2 4 any guarantee of Rental Income contained in or relating to any Lease Document,

3 2 5 any Hedging Arrangements,

3 2 6 each Transaction Document (other than the Finance Documents),

3.2 7 each building contract, consultant appointment and collateral warranty in respect of the development of any Real Property,

3 2 8 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property,

and all Related Property Rights in respect of the above

3 3 **Preservation of Fixed Charge**

Without prejudice to Clause 3 1 (*Creation of Fixed Security*) and Clause 3 2 (*Assignments*), if, pursuant to clause 22 (*The Accounts*) of the Credit Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1 3 (*Creation of Fixed Security*) and 3 2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts

4 **FLOATING CHARGE**

4 1 **Creation of Floating Charge**

4 1 1 Each Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3 1 (*Creation of Fixed Security*) or 3 2 (*Assignments*)

4 1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986

4 2 **Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Debenture, and without prejudice to any law which may have similar effect, if

4 2 1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as permitted under the Credit Agreement, or

4.2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets, or

4 2 3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor, or

4 2 4 an Administrator is appointed or any step intended to result in such appointment is taken,

then the floating charge created by Clause 4 1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge

4 3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Debenture, the Security Trustee may at any time

4 3 1 following the occurrence of an Event of Default which is continuing, or

4 3 2 if the Security Trustee considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Trustee reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of any Chargor,

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 4 1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice The conversion shall take effect immediately upon the giving of the notice

5 **FURTHER ASSURANCE**

5 1 Each Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for

5 1 1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Debenture,

5.1 2 conferring upon the Security Trustee such security as it may require over the assets of a Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets,

5.1 3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Chargor, and

5 1 4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Debenture or by law

5 2 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Debenture and shall use all reasonable endeavours to obtain any necessary consent (in form and content satisfactory to the Security Trustee) to enable the assets of a Chargor to be mortgaged, charged or assigned pursuant to this Debenture Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Debenture Each Chargor shall promptly deliver a copy of each such consent to the Security Trustee

6 **GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

6 1 Each Chargor undertakes to the Security Trustee with respect to the Charged Assets that

6 1 1 **Negative Pledge**

it shall not, except as permitted by the Credit Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them,

6 1 2 **Disposals**

it shall not Dispose of the Charged Assets or any part of them or agree so to do except in the case of Disposals which are permitted by the Credit Agreement,

6 1 3 **Deposit of Title Documents**

it shall deposit with the Security Trustee the deeds and documents of title relating to the Charged Assets or prove that the same are held to the order of the Security Trustee

6 2 **Notices of Charge and/or Assignment**

6 2 1 Each Chargor shall forthwith give notice to any bank or financial institution where any Account (located in England and Wales) is held substantially in the form set out in Part I of Schedule 3 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part II of Schedule 3 (*Notices*)

6 2 2 Each Chargor shall, promptly following a Cash Trap Event, give notice to each tenant of the Real Property in the form set out in Part III of Schedule 3 (*Notices*) and use reasonable endeavours to procure that each such tenant acknowledges such notice to the Security Trustee in the form set out in Part IV of Schedule 3 (*Notices*)

6 2 3 At any time on or after the occurrence of an Event of Default which is continuing, each Chargor shall, promptly following a request from the Security Trustee, deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee

(A) notices of assignment in respect of any of the other assets assigned pursuant to this Debenture (including any of the contracts referred to in Clause 3 2 (*Assignments*)) and use reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Trustee, and

(B) notices of charge in respect of any of the assets charged pursuant to this Debenture and use reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Trustee

6 2 4 Any notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2 3 shall be in a form substantially similar to those contained in Schedule 3 (*Notices*) or such other form as the Security Trustee may require

6 2.5 Each Chargor shall forthwith give notice to any insurer of the Real Property in the form set out in Part V of Schedule 3 (*Notices*) and procure that each such insurer acknowledges such notice to the Security Trustee in the form set out in Part VI of Schedule 3 (*Notices*)

6 3 **Intellectual Property Rights**

Each Chargor shall, if requested by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered Intellectual Property Rights

7 **REAL PROPERTY UNDERTAKINGS**

7 1 **Statutory Power of Leasing**

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Security Trustee (or the same is otherwise permitted in accordance with the Credit Agreement), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Security Trustee may grant or accept surrenders of leases without restriction

7 2 **Registration and Notifications**

Each Chargor shall

7 2 1 without prejudice to clause 21 5 (Disposals) or clause 23 4 (Occupational Leases) of the Credit Agreement, immediately notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by any Chargor of the legal or beneficial interest in any Real Property, and

7 2 2 make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles specified in Schedule 2 (*Real Property*) and any other Real Property from time to time including a registered title) of the following restriction

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date*] in favour of Deutsche Pfandbriefbank AG referred to in the charges register"

8 **UNDERTAKINGS AS TO INVESTMENTS**

8 1 **Deposit of Title Documents**

Each Chargor shall deposit with the Security Trustee or its nominee

8 1.1 (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments,

8 1 2 stock transfer forms or other instruments of transfer in respect of the Investments duly completed to the Security Trustee's satisfaction with the date and transferee left blank, and

8 1 3 such other documents as the Security Trustee may require from time to time for the purpose of perfecting its title to the Investments or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time

8.2 **Registration of transfers**

If required by the Security Trustee, each Chargor shall procure that all Investments which are in registered form are duly registered in the name of the Security Trustee or its nominee once a transfer relating to those Investments is presented for that purpose

8 3 **Clearance Systems etc**

Each Chargor shall, when requested by the Security Trustee, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor or its nominee to the account of the Security Trustee or its nominee with such clearance system (or as otherwise required by the Security Trustee)

8 4 **Calls**

Each Chargor

8 4 1 shall not, without the consent in writing of the Security Trustee, acquire any Investments unless they are fully paid, and

8 4 2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments and, for the avoidance of doubt, no Finance Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments.

8.5 **Dividends**

The Security Trustee (or its nominee) shall hold all dividends or other monies received by it in respect of the Investments for the account of the Chargor entitled to them and, prior to the occurrence of an Event of Default which is continuing, shall pay the same to the relevant Chargor

8 6 **Voting Rights and Other Matters**

8 6 1 Prior to the occurrence of an Event of Default which is continuing

(A) each Chargor shall be entitled to receive all dividends, distributions and other monies from the Borrower in respect of any Investments free from the security created by Clause 3 1 *(Creation of Fixed Security)* and Clause 3 2 *(Assignments)* of this Debenture (but without prejudice to the floating charge created under Clause 4 (*Floating Charge*) of this Debenture), to the extent that such dividends, distributions or other monies are paid or made (as applicable) by the Borrower in accordance with clause 21 13 (*Dividends Subordination and Share Capital*) of the Credit Agreement, and

(B) each Chargor shall be entitled to exercise all voting rights in respect of the Investments (and if the Security Trustee is registered as the holder of any Investments it will exercise all voting rights in respect of such Investments as directed by such Chargor) provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which is inconsistent with the terms of any Finance Document or adversely affects the validity or enforceability of this Debenture

8 6 2 At any time on or after the occurrence of an Event of Default which is continuing, the Security Trustee may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from any Chargor)

(A) exercise (or refrain from exercising) any voting rights in respect of the Investments, and/or

(B) apply all dividends and other monies arising from the Investments in accordance with Clause 18 (*Application Of Monies Received Under This Debenture*), and/or

(C) without prejudice to any other provision of this Debenture, transfer the Investments into the name of a nominee or transferee of the Security Trustee as the Security Trustee may require, and/or

(D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments

8 7 **Liability of Security Trustee**

Each Chargor agrees with the Security Trustee that no Finance Party nor any nominee will have any liability for

8 7 1 failing to present any coupon or other document relating to any Investments,

8 7 2 failing to accept any offer relating to any Investments,

8 7.3 failing to attend or vote at any meetings related to any Investments,

8 7 4 failing to notify a Chargor of any matters referred to in this Clause 8 7 or of any communication received in relation to any Investments, or

8 7 5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or which may be exercised by the Security Trustee or any nominee of the Security Trustee under this Debenture (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise)

8 8 **Nominees**

Each Chargor represents and warrants that it has not and undertakes to the Security Trustee that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments

9 **UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS**

9 1 **Value of Debts**

Each Chargor undertakes to provide to the Security Trustee promptly upon its request (and in a form acceptable to the Security Trustee acting reasonably) a certificate showing the aggregate value of the Debts due to that Chargor from any source

9 2 **Realisation of Debts**

During the Security Period, each Chargor undertakes with reference to the Debts except, in the case of a Debt which is Subordinated Debt (as defined in the Deed of Subordination), as otherwise permitted by the Deed of Subordination

9 2 1 to use best endeavours to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in Clause 9.2 3) to hold the proceeds of those Debts on trust for the Security Trustee,

9.2 2 not, without the prior consent in writing of the Security Trustee, to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so save to the extent permitted under the Credit Agreement,

9 2 3 to pay into an account in accordance with the terms of the Credit Agreement all monies which that Chargor may receive in respect of the Debts, and

9 2 4 save to the extent that the Security Trustee otherwise agrees in writing or as permitted by the Credit Agreement not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 9 2 3

9 3 **Debts: Position after Event of Default**

After the occurrence of an Event of Default which is continuing no Chargor shall, except with the prior written consent of the Security Trustee, withdraw or otherwise transfer the proceeds of realisation of any Debts standing to the credit of any Account

10 **UNDERTAKINGS AS TO ACCOUNT PROCEEDS**

10 1 **Account Proceeds: Position before Default**

Before the occurrence of a Default which is continuing and as a result of which the Agent has given notice under clause 22 2.4 (*The Rent Collection Account*) of the Credit Agreement, or clause 22 4 3 (*The General Account*) of the Credit Agreement, each Chargor shall (subject to any restrictions in the Credit Agreement preventing the withdrawal of the same) be entitled to withdraw any credit amount referred to in the definition of Account Proceeds from any relevant Account

10 2 **Account Proceeds: Position after Default**

After the occurrence of a Default which is continuing and as a result of which the Agent has given notice under clause 22 2 4 (*The Rent Collection Account*) of the Credit Agreement, or clause 22 4 3 (*The General Account*) of the Credit Agreement, no Chargor shall be entitled to be paid, withdraw or otherwise transfer any credit amount referred to in Clause 10 1 (*Account Proceeds Position before Default*) except with the prior written consent of the Security Trustee

11 **UNDERTAKINGS AS TO INTELLECTUAL PROPERTY RIGHTS**

Each Chargor shall

11 1 take all necessary action to safeguard and maintain its rights, present and future, in or relating to any Intellectual Property Rights necessary for its business (including the payment of all renewal fees and all steps which are necessary or desirable to maintain any applicable registrations with any appropriate registry or other government authority or body),

11 2 keep the Security Trustee fully informed as to the registration or requirement to renew the registration of any Intellectual Property Rights necessary for its business, and

11 3 not use or refrain from using any Intellectual Property Rights necessary for its business in a way which would adversely affect the value of those Intellectual Property Rights,

12 **RIGHTS OF THE SECURITY TRUSTEE**

12 1 **Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Debenture shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court

12 1 1 enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit, and

12 1 2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions

(A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or by law, and

(B) granted to a Receiver by this Debenture or from time to time by law

12 2 **Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Debenture or to any sale made under it The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time Such power may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CC for registration against the registered titles specified in Schedule 2 (*Real Property*) and any other Real Property from time to time including a registered title) of the right to consolidate

12 3 **Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the date of this Debenture (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Debenture and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of an Event of Default which is continuing

12 4 **Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Debenture The statutory powers of leasing may be exercised by the Security Trustee upon and following the occurrence of an Event of Default which is continuing and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions

12 5 **No Prior Notice Needed**

The powers of the Security Trustee set out in Clauses 12 2 (*Restrictions on Consolidation of Mortgages*) to 12 4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to any Chargor

12 6 **Right of Appropriation**

12 6.1 Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute "financial collateral", and this Debenture and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) (the **"Regulations"**), the Security Trustee shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may select, including by independent valuation The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations

12 6 2 The Security Trustee shall notify the Chargors as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice

## 13 EXONERATION

### 13 1 Exoneration

No Finance Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent caused by gross negligence or wilful misconduct, but every Receiver duly appointed by the Security Trustee under this Debenture shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Debenture when the provisions of this Debenture shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA

### 13 2 Indemnity

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them unless such actions, proceedings, costs, claims or demands are caused by the Security Trustee's or the Receiver's gross negligence or wilful misconduct The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Debenture

## 14 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

### 14 1 Appointment

14 1 1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of the relevant Chargor or its directors, the Security Trustee may, without prior notice to the relevant Chargor, in writing (under seal, by deed or otherwise under hand) appoint

(A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead, or

(B) one or more persons to be an Administrator in accordance with paragraph 14 of schedule B1 to the Insolvency Act 1986

14 1 2 Nothing in Clause 14 1 1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law

### 14.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment

14.3 **Receiver as agent**

A Receiver shall be the agent of each Chargor which shall be solely responsible for his acts or defaults and for his remuneration No Receiver shall at any time act as agent of any Finance Party

14 4 **Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument)

14 5 **Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Finance Party, no Finance Party shall have any liability for the acts or omissions of an Administrator

15. **RECEIVER'S POWERS**

15 1 **Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Debenture)

15 1 1 all of the powers of an administrative receiver set out in schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),

15 1 2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA,

15 1 3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do,

15 1 4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Debenture or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor, the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor)

15 2 **Powers may be Restricted**

The powers granted to a Receiver pursuant to this Debenture may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of any Chargor

16 **PROTECTION OF PURCHASERS**

16 1 **Absence of Enquiry**

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Debenture are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Debenture All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver

16 2 **Receipt: Conclusive Discharge**

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets

17 **POWER OF ATTORNEY AND DELEGATION**

17 1 **Power of Attorney General**

Each Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed

17 1 1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser and which the Chargor is required to execute and deliver in accordance with this Debenture, but has failed to so execute and deliver,

17 1 2 to sign, execute, seal and deliver and otherwise perfect any further security document which any Chargor is required to enter into pursuant to this Debenture but has failed to so enter into, and

17 1 3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Debenture or which any Chargor is required to do pursuant to this Debenture but has failed to do or which, following the occurrence of an Event of Default which is continuing, may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Debenture

17 2 **Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 17 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause

17 3 **General Delegation**

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Debenture (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation

18 **APPLICATION OF MONIES RECEIVED UNDER THIS DEBENTURE**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority

18 1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide,

18 2 in or towards satisfaction of the Secured Liabilities which, subject to any provision to the contrary in the Credit Agreement, shall be applied in such order as the Security Trustee shall in its absolute discretion decide, and

18 3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it,

save that, prior to the satisfaction of the Secured Liabilities, the Security Trustee may credit any monies received under this Debenture to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate

## 19 RELEASE OF SECURITY

### 19 1 Release

The Security Trustee shall, at the request and cost of each Chargor, execute (or procure the execution by its nominee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Debenture if a Chargor is entitled to a release of the relevant Charged Assets pursuant to a provision of any Finance Document at the end of the Security Period or, at any other time, if the Security Trustee is required to do so pursuant to clause 28 8 (*Release of security*) of the Credit Agreement

### 19 2 Avoidance of Payments

19 2 1 No amount paid, repaid or credited to a Finance Party shall be deemed to have been irrevocably paid if the Security Trustee reasonably considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws

19 2 2 If any amount paid, repaid or credited to a Finance Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Finance Party and the Chargors shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

## 20 AMOUNTS PAYABLE

All monies received or held by a Finance Party or a Receiver under this Debenture in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated Each Chargor shall indemnify each Finance Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale No Finance Party nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale

## 21 POWER OF SEVERANCE

In the exercise of the powers conferred by this Debenture, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of the Chargors

## 22 NEW ACCOUNTS

If a Finance Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of such notice being the **"Notice Date"**) it may, without prejudice to its rights under this Debenture, open a fresh account or accounts with

each Chargor and continue any existing account in the name of any Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities If a Finance Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date

## 23 MISCELLANEOUS

### 23 1 The Chargors

This Debenture is binding on the successors and assigns of each Chargor

### 23 2 Assignment and Transfer

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture The Security Trustee may assign and transfer all or any part of its rights and obligations under this Debenture to a replacement security trustee appointed pursuant to the terms of the Credit Agreement Such replacement security trustee will, from the date of such assignment or transfer, be the trustee of each other Finance Party under this Debenture instead of the previous security trustee

### 23 3 Property

This Debenture is and will remain the property of the Security Trustee

### 23 4 Continuing Security

This Debenture shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities

### 23 5 Additional Security

This Debenture shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Finance Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Finance Party of or by any person not a party to this Debenture be in any way impaired or discharged by this Debenture nor shall this Debenture in any way impair or discharge such other security or guarantee

### 23 6 Variation of Security

This Debenture shall not in any way be affected or prejudiced by a Finance Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 23 5 (*Additional Security*) or any rights which a Finance Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever

### 23 7 Enforcement of Other Security

No Finance Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Debenture

### 23 8 Redemption of Prior Incumbrances

At any time after the security created by this Debenture becomes enforceable, the Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers An agreed account shall be conclusive and binding on the Chargors Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Security Trustee and until such payment shall form part of the Secured Liabilities

23 9 **Stamp Taxes**

Each Chargor covenants to pay to each Finance Party within five Business Days of demand a sum equal to any liability which that Finance Party incurs in respect of stamp duty, registration fees and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Debenture (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax)

23 10 **Costs and Expenses**

Each Chargor shall, within five Business Days of demand, reimburse each Finance Party and any Receiver, attorney, manager, agent or other person appointed by the Security Trustee under this Debenture for all costs and expenses (including legal fees)

23 10.1 reasonably incurred by that Finance Party, Receiver, attorney, manager, agent or other person in connection with the completion of the transactions and perfection of the security created or contemplated by this Debenture, and the negotiation, preparation, printing and execution of this Debenture, and

23 10 2 incurred by that Finance Party, Receiver, attorney, manager, agent or other person (on a full indemnity basis) in connection with the enforcement or attempted enforcement of the security created or contemplated by, or the preservation of any rights under, this Debenture,

in each case with any applicable VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority

23 11 **Obligations Joint and Several**

The obligations of the Chargors under this Debenture are joint and several

23.12 **Further Advances**

23 12 1 Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

23 12 2 Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles specified in Schedule 2 (*Real Property*) and any other Real Property from time to time including a registered title) of the obligation to make further advances

24. **LAW**

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law

**IN WITNESS** whereof this Debenture has been duly executed and delivered as a deed on the date first above written

## SCHEDULE 1

## CHARGORS

| Name | Country of incorporation/formation | Registered number |
|---|---|---|
| Pembroke Grafton GP Limited as general partner of the limited partnership carrying on business under the name Pembroke Grafton Limited Partnership | England and Wales | LP010987 |
| Pembroke Grafton GP Limited | England and Wales | 05608498 |
| Pembroke Grafton Nominee Ltd | England and Wales | 08524539 |
| Pembroke Grafton Office S à r l | Luxembourg | B 111 990 |

## SCHEDULE 2

## REAL PROPERTY

| Legal owner | Beneficial owner | Address | Title | Title number |
|---|---|---|---|---|
| Pembroke Grafton GP Limited and Pembroke Grafton Nominee Ltd | Pembroke Grafton Limited Partnership | 1-11 Hay Hill and 1, 1A and 2 Grafton Street, Berkeley Square, London W1S 4EA | Freehold and Leasehold | NGL324467 (freehold)<br><br>NGL830330 (leasehold) |

## SCHEDULE 3

## NOTICES

### PART I

### NOTICE TO ACCOUNT BANK

[On the letterhead of relevant Chargor]

To [Account Bank]

[Date]

Dear Sirs,

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of Deutsche Pfandbriefbank AG (the **"Security Trustee")** all our rights in respect of any amount moneys standing to the credit of any account maintained by us with you (the **"Accounts"**)

We irrevocably instruct and authorise you to

(a) disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee,

(b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee, and

(c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Trustee

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at 21st Floor, 30 St Mary Axe, London EC3A 8BF, Attention Credit Risk Management with a copy to ourselves

Yours faithfully,

(Authorised signatory)

[relevant Chargor]

## PART II

## ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To Deutsche Pfandbriefbank AG

Attention Credit Risk Management

Copy [relevant Chargor]

[Date]

Dear Sirs,

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

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

We confirm that we

(a) accept the instructions contained in the notice and agree to comply with the notice,

(b) have not received notice of the interest of any third party in any Account,

(c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account, and

(d) will not permit any amount to be withdrawn from any Account without your prior written consent (in the case of the Account designated the General Account if you notify us that a Default is continuing under the Credit Agreement (as defined in the Debenture ))

The Accounts maintained with us are

[Specify accounts and account numbers]

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

Yours faithfully,

(Authorised signatory)

[Account Bank]

## PART III

## NOTICE TO OCCUPATIONAL TENANT

[On the letterhead of relevant Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

Re [1 Grafton Street, Mayfair, London W1]

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

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

This letter constitutes notice to you that under the Debenture we assigned (by way of security) in favour of Deutsche Pfandbriefbank AG (the **"Security Trustee"**) all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account with [●] at [ ], Account No [ ], Sort Code [ ] (the **"Rent Collection Account"**).

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at 21st Floor, 30 St Mary Axe, London EC3A 8BF, Attention Credit Risk Management

Yours faithfully,

For

[relevant Chargor]

## PART IV

## ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To Deutsche Pfandbriefbank AG

Attention Credit Risk Management

[Date]

Dear Sirs,

Re [Property]

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

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

We accept the instructions contained in the Notice

We confirm that we

(a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice),

(b) must pay all rent and all other monies payable by us under the Lease into the Rent Collection Account (as defined in the Notice), and

(c) must continue to pay those monies into the Rent Collection Account until we receive your written instructions to the contrary.

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

Yours faithfully,

For

[Tenant]

## PART V

## NOTICE TO INSURER

To [Insurer]

[Date]

Dear Sirs,

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

We hereby give you notice that under the Debenture we assigned to Deutsche Pfandbriefbank AG (the "**Security Trustee**") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [●] effected by ourselves or whomsoever in relation to the properties listed in the Schedule hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**")

We irrevocably instruct and authorise you to pay all payments [in each case in excess of [●] per property in any one year] under or arising under the Policy[ies] to our account called [Chargor], at [Bank], account number [●] sort code [●] It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that

1 all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee,

2 all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee, and

3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the Policy[ies] belong to the Security Trustee

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies]

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at 21st Floor, 30 St Mary Axe, London EC3A 8BF, Attention Credit Risk Management

Yours faithfully,

(Authorised signatory)

[relevant Chargor]

## PART VI

## ACKNOWLEDGEMENT OF INSURER

To Deutsche Pfandbriefbank AG

Attention Credit Risk Management

[Date]

Dear Sirs,

**Debenture dated [ ] between [ ] and others and Deutsche Pfandbriefbank AG (the "Debenture")**

We confirm receipt from [relevant Chargor] (the **"Chargor"**) of a notice dated [●] of an assignment upon the terms of the Debenture to Deutsche Pfandbriefbank AG (the **"Security Trustee"**) of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice

We further confirm that

1 no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee,

2 no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination,

3 the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies], and

4 as the Security Trustee is named as co-insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach

Solely with respect to the Chargor and the properties listed in the Schedule to the notice, we unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to premium amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt We confirm that, as at the date of this letter, no amounts are owed to us by the Chargor

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

Yours faithfully,

(Authorised signatory)

[Insurer]

**THE CHARGORS**

**The Borrower**

| | | |
|---|---|---|
| **EXECUTED AS A DEED** by | ) | |
| **PEMBROKE GRAFTON GP LIMITED** | ) | |
| as general partner of | ) | [redacted] |
| **PEMBROKE GRAFTON** | ) | |
| **LIMITED PARTNERSHIP** | ) | |
| acting by | ) | |
| | ) | |
| in the presence of | ) | |

Signature of witness

[redacted]

Name of witness
**(in BLOCK CAPITALS)**

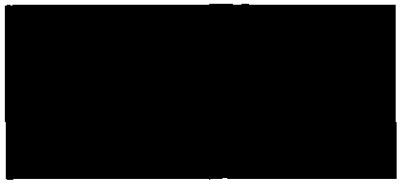
DYLAN TONKY

Address of witness

[redacted]

**The General Partner**

**EXECUTED AS A DEED by** )
**PEMBROKE GRAFTON GP LIMITED** )
)
acting by )
)
in the presence of )



Signature of witness

Name of witness
**(in BLOCK CAPITALS)**

DYLAN TONRY

Address of witness

**The Trustee**

**EXECUTED AS A DEED** by )
**Pembroke Grafton Nominee Ltd** )
)
acting by )
)
in the presence of )

[redacted]

Signature of witness

[redacted]

Name of witness
**(in BLOCK CAPITALS)**

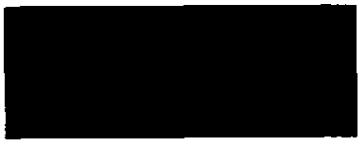
DYLAN TONRY

Address of witness

[redacted]

**The Limited Partnership**

**EXECUTED AS A DEED** by )
**PEMBROKE GRAFTON** )
**OFFICE SÀRL** )
acting by )
)
in the presence of )

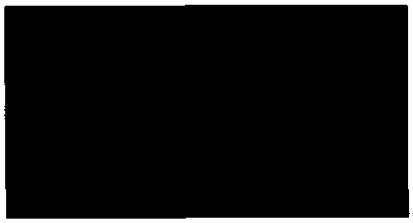


Signature of witness

Name of witness
**(in BLOCK CAPITALS)**

DYLAN TONRY

Address of witness



**THE SECURITY TRUSTEE**

**SIGNED** by )
)
)
for and on behalf of **DEUTSCHE** )
**PFANDBRIEFBANK AG** )

**The Limited Partnership**

| | | |
|---|---|---|
| **EXECUTED AS A DEED** by | ) | |
| **PEMBROKE GRAFTON** | ) | |
| **OFFICE SÀRL** | ) | |
| acting by | ) | Director |
| | ) | |
| in the presence of | ) | |

Signature of witness

Name of witness
**(In BLOCK CAPITALS)**

Address of witness

**THE SECURITY TRUSTEE**

| | | |
|---|---|---|
| **SIGNED** by | ) | [redacted] |
| | ) | |
| | ) | |
| for and on behalf of **DEUTSCHE** | ) | |
| **PFANDBRIEFBANK AG** | ) | |