

MR01

Particulars of a charge

Laserform

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A21 26/02/2015 #280

COMPANIES HOUSE
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☒ 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 for
You may not use this form to
register a charge where there is no
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. Do not send the original.

1 Company details

Company number 0 6 4 4 4 1 3 2
Company name in full LDC (Vernon Square) Limited

For official use
Filing 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 d 2 d 4 m 0 m 2 y 2 y 0 y 1 y 5

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 National Westminster Bank plc

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

Freehold property known as Student Accommodation, School of Oriental and African Studies, Vernon Square, London WC1X 9EW (registered at HM Land Registry under title number NGL894114)

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

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Supri. Salma LLP* X

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

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

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

Contact name **Jacob Preisner**

Company name **Burges Salmon**

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode **B S 2 0 Z X**

Country

DX **7829 Bristol**

Telephone **0117 939 2000**

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6444132

Charge code: 0644 4132 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2015 and created by LDC (VERNON SQUARE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2015.

Q7

Given at Companies House, Cardiff on 6th March 2015



Companies House



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

Dated

24 FEBRUARY

2015

LEGAL CHARGE

THE ENTITIES listed herein (as Chargors) (1)

NATIONAL WESTMINSTER BANK PLC (as Chargee) (2)

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy of the instrument is a correct copy of the original instrument.

Signed *Burges Salmon* Burges Salmon LLP

Date 24/02/2015

Solicitor's Reference JP21/9987.892

Ref: JP21/RL01
Burges Salmon LLP
www.burges-salmon.com
Tel: +44 (0)117 939 2000
Fax +44 (0)117 902 4400



BURGES
SALMON

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THIS DEED is dated

24th February

2015 and made

BETWEEN

- (1) **THE ENTITIES** listed in Schedule 1 as chargors (together the "**Chargors**" and each a "**Chargor**"), and
- (3) **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 135 Bishopsgate, London EC2M 3UR (the "**Chargee**")

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires

"**Authorisation**" means the authorisation, consent, approval, resolution, licence, exemption, filing, notification or registration,

"**Authority**" means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings,

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"**Charged Assets**" means, in relation to a Chargor, all the undertaking, goodwill, property, assets and rights of that Chargor described in clauses 3 1 and 3 2 or any part of them,

"**Charged Property**" means, in relation to a Chargor, all the property, assets and rights of that Chargor charged under this Deed,

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest,

"**Company**" means LDC (Mansfield) Limited Partnership (registered number LP013772) acting by its general partners LDC (Mansfield) GP1 Limited (registered number 07133975) and LDC (Mansfield) GP2 Limited (registered number 07133848),

"**Default Rate**" has the meaning given to that term in the Hedging Agreements,

"**Enforcement Date**" means the date on which the Chargee demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a formal step is taken by any person with a view to placing any Chargor into administration,

"**Environment**" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media,

"**Environmental Claims**" means any claim, prosecution, demand, action, official warning, order or notice (conditional or otherwise) relating to Environmental Matters or any proceedings arising as a result of or in connection with any contamination or violation of Environmental Law giving rise to any remedy or penalty that is enforced or assessed by private or public legal action,

"Environmental Law" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment,

"Environmental Permits" means any permit, licence, consent, approval and other authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of a Chargor conducted on or from the properties owned or used by it,

"Event of Default" has the meaning given to that term in the Hedging Agreements,

"Guarantee" means the guarantee and indemnity entered into or to be entered into by certain of the Chargors and the Chargee in respect of the Company's obligations under the Hedging Agreements,

"Hedging Agreements" means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Company and the Chargee for the purpose of hedging the Company's interest rate liabilities,

"Indemnified Party" has the meaning set out in clause 16 3,

"Insolvency Regulation" means the Council Regulation (EC) No 1345/2000 of 29 May 2000 on Insolvency Proceedings

"Insurances" means, in relation to a Chargor, all present and future contracts or policies of insurance in relation to the Property in which that Chargor from time to time has an interest,

"Material Adverse Effect" means any effect, event, circumstance or change which is, in the opinion of the Chargee (acting reasonably), materially adverse to

- (a) the ability of a Chargor to perform any of its payment or other material obligations under this Deed,
- (b) the Charged Property of a Chargor, or
- (c) the validity or enforceability of this Deed or the rights or remedies of the Chargee under this Deed

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

"Occupational Tenant" means any tenant pursuant to an Occupational Lease,

"Permitted Security Interests" means

- (a) a debenture dated 15 February 2010 made between (1) LDC (Mansfield) Limited Partnership acting by its general partners LDC (Mansfield) GP1 Limited and LDC (Mansfield) GP2 Limited and (2) The Royal Bank of Scotland plc as security trustee, and
- (b) a debenture dated 15 February 2010 made between (1) LDC (Mansfield) GP1 Limited, (2) LDC (Mansfield) GP2 Limited and (3) The Royal Bank of Scotland plc as security trustee,

"Property" means, in relation to a Chargor, the each of the assets of that Chargor described in Schedule 2;

"Receiver" means, in relation to a Chargor, any one or more receivers and/or managers or administrative receivers or administrators appointed by the Chargee pursuant to this Deed in respect of that Chargor or over all or any of the Charged Property,

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of any Chargor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Occupational Lease,
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Occupational Lease,
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Occupational Lease,
- (i) any Tenant Contributions, and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Chargor

"Secured Obligations" means, in relation to a Chargor, all moneys, obligations and liabilities covenanted to be paid or discharged by that Chargor under or pursuant to clause 2,

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

"Security Period" means the period starting on the date of this Deed and ending on the date on which the Chargee is satisfied that all the Secured obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding,

"Tenant Contributions" means any amount paid or payable to a Chargor by any tenant under any Occupational Lease or any other occupier of a Property, by way of

- (a) contribution to

- (i) ground rent,
- (ii) insurance premia,
- (iii) the cost of an insurance valuation,
- (iv) a service or other charge in respect of a Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property, or
- (v) a reserve or sinking fund, or
- (b) VAT, and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

1 2 Joint and several Chargors

Where two or more persons purport to create a Security Interest over a Charged Asset under this Deed then

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and
- (c) each person shall be deemed to have confirmed the Security Interest granted by the others

1.3 Successors and assigns

The expressions "Chargee" and "Chargor" include, where the context admits, their respective successors, and, in the case of the Chargee, their transferees and assignees, whether immediate or derivative

1 4 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed

1 5 Construction of certain terms

In this Deed, unless the context otherwise requires

- (a) references to clauses and schedules are to be construed as references to the clauses of and schedules to this Deed unless otherwise expressly stated otherwise,
- (b) reference to (or to any specified provision of) this Deed, the Hedging Agreements or any other document shall be construed as references to this Deed or the Hedging Agreement (as amended, restated, supplemented or replaced from time to time) that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties,
- (c) words importing the plural shall include the singular and vice versa,
- (d) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of

persons, trust, partnership and limited liability partnership or any state or any agency thereof,

- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and all regulations, orders, instruments or bye-laws made or issued thereunder from time to time,
- (f) words and expressions defined in the Hedging Agreements, unless otherwise defined in this Deed, shall have the same meaning when used in this Deed, and
- (g) the liability of the Chargors under this Deed will be joint and several and references to the "Chargors" shall be to all of them and also individually

1.6 Effect as a deed

This Deed is intended to take effect as a deed notwithstanding that the Chargee may have executed it under hand only

2 COVENANT TO PAY

2.1 Secured Obligations

Each Chargor hereby covenants that it will on demand pay to the Chargee all monies and discharge all obligations and liabilities now or in the future due, owing or incurred to the Chargee under or in connection with the Guarantee or the Hedging Agreements (as applicable) without limit (and irrespective of any amendment, supplement or novation, any increase in or change in the nature of the amount secured) 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 or future or actual or contingent, joint or several, incurred as principal or surety, originally owing to the Chargee or purchased or otherwise acquired by any of them, denominated in Sterling or in any other currency or incurred on any banking or other account or in any other manner whatsoever

2.2 Certain liabilities

The liabilities referred to in clause 2.1 shall, without limitation, include all liabilities arising under this Deed and the Guarantee or the Hedging Agreements (as applicable), interest (both before and after judgement) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Guarantee or the Hedging Agreements (as applicable) and all properly incurred legal, administrative and other costs, charges and expenses on a full indemnity basis which may be properly incurred by the Chargee in relation to any such moneys, obligations or liabilities or the release of all or any of the Charged Property or the enforcement of the security hereby created or generally in respect of the Chargors or otherwise incurred in dealing with any matter in relation to this Deed

2.3 Interest

The Chargors shall pay interest at the rate referred to in clause 2.2 on the moneys so due (whether before or after any judgement) on such days as the Chargee shall determine. Without prejudice to the right of the Chargee to require payment of such interest, all such interest shall be compounded (both before and after any demand or judgment) on such days as the Chargee shall from time to time determine.

3 CHARGES

3.1 Fixed charge

Each Chargor with full title guarantee hereby charges to the Chargee by way of a first fixed charge (and, as applicable, as regards all those parts of the freehold and

leasehold property in England and Wales now vested in that Chargor by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by that Chargor or in which that Chargor may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof)

(a) Property

All present and future freehold and leasehold property of that Chargor situate in England and Wales including without limitation the Property, if any, specified in Schedule 2 (*Property*) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade and tenant's fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same including, without limitation, all options, agreements, liens, mortgages and charges in relation thereto and the proceeds of sale or disposal thereof and shall include the Property details of which are set out in Schedule 2 (*Property*),

(b) Plant and machinery

All present and future

- (i) plant,
- (ii) machinery,
- (iii) vehicles,
- (iv) tools,
- (v) computer equipment
- (vi) office equipment, and
- (vii) other equipment,

of that Chargor in relation to the Property and the benefit of all contracts and warranties relating to the same wherever situated and whether or not affixed to any property and all rights and interests of that Chargor in any plant and machinery which is hired, leased or rented by that Chargor from third parties including, without prejudice to the generality of the foregoing, that Chargor's right to any refunds of rentals or other payments,

(c) Insurances

All monies from time to time payable to that Chargor under or pursuant to the Insurances in relation to the Property including without limitation the refund of any premiums,

3.2 Assignment

- (a) Each Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to the Chargee the following assets, both present and future, from time to time owned by that Chargor or in which that Chargor may have an interest

(i) Rental Income

All that Chargor's right, title and interest in and to the Rental Income and any guarantee of any Rental Income contained in or relating to any Occupational Lease;

(ii) Insurances

All monies from time to time payable to that Chargor under or pursuant to the Insurances in relation to the Property including, without limitation, the refund of any premiums

(b) To the extent that any such right, title and interest described in clauses 3 2(a)(i) and 3 2(a)(ii) is not assignable or capable of assignment, such assignment purported to be affected by clauses 3 2(a)(i) and 3 2(a)(ii) shall operate as

(i) in the case of the Insurances, an assignment of any and all proceeds of the insurances received by that Chargor subject to the terms of any Occupational Leases and save for any proceeds of such insurances properly payable to any third party and to which that Chargor has no right, title or interest, and

(ii) in each case is continuing security for the payment and discharge of the Secured Obligations

3.3 Financial Collateral

To the extent that the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Chargee shall have the right to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations For this purpose, the value of such financial collateral so appropriated shall be such amount as the Chargee reasonably determines

3.4 Assignment provisions

In respect of the Charged Assets which are assigned to the Chargee under clause 3 2

(a) they are assigned subject to reassignment upon the Secured Obligations being paid or discharged in full and there being no future or contingent debt which may arise, whereupon the Chargee shall, at the request and cost of the Chargors, reassign such Charged Assets to the relevant Chargor,

(b) the Chargors shall promptly upon entering into this Deed give to all relevant third parties notices of such assignment in accordance with clause 10 14 or otherwise and the Chargee may (but shall not be obliged to) deliver such notices of assignment to the relevant third parties if any Chargor fails to do so within a reasonable time and all costs incurred by the Chargee shall be paid by the Chargors and bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2 2 and 2 3, and

(c) in respect of any Insurances assigned, the Chargee shall have no responsibility for the performance of the obligations of the Chargors thereunder, and the Chargors shall continue to observe and perform its obligations under the Insurances

3.5 Negative Pledge and Restrictions on dealing with Charged Property

Each Chargor hereby covenants with the Chargee that (save in respect of Permitted Security Interests) it will not without the prior consent in writing of the Chargee

(a) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Security Interest (except a lien arising by operation of law in the ordinary course of trading of that Chargor over property other than land) on or affecting the other Charged Property (or any part thereof or the equity of redemption in respect thereof),

- (b) subject to clause 3.6 below, dispose of the other Charged Property or any part thereof or the equity of redemption in respect thereof or attempt or agree so to do, or
- (c) assign or create a Security Interest over, or otherwise deal with the income from any lease or tenancy of, any of the Property

3.6 Disposal of Charged Property

A Chargor shall be permitted to dispose of its interest in a Property (and associated Charged Property) to another subsidiary of The UNITE Group Plc (a "**New Owner**") provided that such New Owner

- (a) grants to the Chargee a legal charge substantially on the same terms as this Deed,
- (b) accedes to the Guarantee,
- (c) acquires such interest in a Property (and associated Charged Property) on arm's length terms, and
- (d) complies with such other reasonable requirements of the Chargee, including without limitation such documentation as the Chargee may require in relation to money laundering regulations

4 FURTHER ADVANCES

The security created by this Deed is intended to secure further advances

5 REGISTRATION ISSUES

Each Chargor hereby consents to the registration of the following restriction against all present and future registered titles of that Chargor (whether or not specified in this Deed) and against any title to any unregistered property of that Chargor which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Deed

- (a) *Restriction* a restriction in the following terms (or in such other terms as may be required by the Land Registry Rules current at the time of such application for the equivalent 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 entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of National Westminster Bank Plc as referred to in the charges register or their conveyancer", and
- (b) *Further advances* a notice of the obligation to make further advances

6 SET-OFF

6.1 Set-off

Each Chargor hereby agrees that the Chargee may at any time and from time to time on prior written notice to that Chargor, set off any amounts owed by any of them to that Chargor in or towards satisfaction of the Secured Obligations (which shall be in addition to and without prejudice to such rights of set-off, combination, lien and other rights whatsoever conferred on the Chargee by law) and may transfer any sum or sums standing to the credit of any account of that Chargor with Chargee at any of its/their branches, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from that Chargor to Chargee under this Deed or in or towards satisfaction of the Secured Obligations

6.2 Waiver

Each Chargor hereby waives any right of set-off it may have from time to time in respect of the Secured Obligations

7 IMMEDIATE RECOURSE

Each Chargor waives any right it may have of requiring the Chargee to

- (a) enforce any Security Interest or other right, or
 - (b) claim any payment from or otherwise proceed against any other person,
- before enforcing this Deed against the Chargors

8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and warranties

Each Chargor makes each of the representations and warranties set out in this clause 8 to the Chargee on the date of this Deed

8.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations and this Deed is, and will continue to be, effective security overall and every part of the Charged Assets in accordance with its terms

8.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any agreement or instrument binding upon it or any of its assets

8.4 Power and authority

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

8.5 Validity and admissibility in evidence

All Authorisations required or desirable

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation

have been obtained or effected and are in full force and effect

8.6 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation

- (b) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation

8.7 Environmental compliance

Each Chargor has performed and observed in all material respects all Environmental Law, Environmental Permits and all other material covenants, conditions, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release or discharge of any toxic or hazardous substance in connection with any real property which is or was at any time owned, leased or occupied by the Chargor or on which that Chargor has conducted any activity where failure to do so might reasonably be expected to have a Material Adverse Effect

8.8 Environmental Claims

No Environmental Claim has been commenced or (to the best of its knowledge and belief) is threatened against it where that claim would be reasonably likely, if determined against it, to have a Material Adverse Effect

8.9 Legal and beneficial ownership of Charged Assets

Each Chargor is the sole legal and beneficial owner of its respective Charged Assets, other than in the case of a Chargor incorporated as a limited partnership under the Limited Partnership Act 1907 where the legal ownership of the Charged Assets is held jointly by the general partners of the limited partnership and the beneficial ownership of the Charged Assets is held by the limited partnership acting by its general partners, and it has good marketable title to each of its Properties

8.10 No Security

The Charged Assets are free from any Security Interest other than Permitted Security Interest and the Security created by this Deed

8.11 No adverse claims

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Assets or any interest in them

8.12 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Charged Assets

8.13 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Assets

8.14 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use

8.15 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property

8.16 Avoidance of Security Interest

No Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the relevant Chargor or otherwise

8.17 No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any of the Charged Assets referred to in clause 3.2 and the entry into this Deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets

8.18 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Assets in accordance with its terms

8.19 Repetition

The representations and warranties set out in clause 8.2 to clause 8.18 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

9 INFORMATION UNDERTAKINGS

Each Chargor makes the undertakings set out in this clause 9 to the Chargee for the continuance of the Security Period

9.1 Information

The Chargor shall

- (a) give the Chargee such information concerning the location, condition, use and operation of the Charged Assets as the Chargee may require,
- (b) permit any persons designated by the Chargee and any Receiver to enter on its premises and inspect and examine any Charged Asset, and the records relating to that Charged Asset, at all reasonable times and on reasonable prior notice, and
- (c) promptly notify the Chargee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Charged Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Chargee's prior approval, implement those proposals at its own expense

9.2 Notification of misrepresentation and breaches

The Chargor shall, promptly on becoming aware of any of the same, notify the Chargee in writing of

- (a) any representation or warranty set out in clause 8 which is incorrect or misleading in any material respect when made or deemed to be repeated, and
- (b) any breach of any covenant or undertaking set out in this Deed

10 UNDERTAKINGS

10.1 Obligations

The Chargor shall

- (a) comply with the requirements of any law and regulation relating to or affecting the Charged Assets or the use of it or any part of them,

- (b) obtain, and promptly renew from time to time, and comply with the terms of all Authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset, and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets

10.2 Compliance with laws

The Chargor will not without the Chargee's prior written consent, use or permit the Charged Assets to be used in any way contrary to law

10.3 Negative pledge

The Chargor shall not at any time, except with the prior written consent of the Chargee create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Asset other than any Security created by this Deed or any Permitted Security Interest

10.4 Disposals

The Chargor shall not at any time, except with the prior written consent of the Chargee

- (a) subject to clause 3.6, sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets, or
- (b) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party

10.5 Preservation of Charged Assets

The Chargor shall not, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed

10.6 Compliance with laws and regulations

- (a) The Chargor shall not, without the Chargee's prior written consent, use or permit the Charged Assets to be used in any way contrary to law
- (b) The Chargor shall
 - (i) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of it or any part of it,
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or its use or that are necessary to preserve, maintain or renew any Charged Assets, and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Assets that are required to be made by it under any law or regulation

10.7 Chargor's waiver of set-off

Each Chargor waives any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by it under this Deed)

10.8 Payment of outgoings

The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Charged Assets and, on demand, produce evidence of payment to the Chargee

10.9 Notice of misrepresentations and breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of

- (a) any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated, and
- (b) any breach of any covenant set out in this Deed

10.10 Insurance

- (a) The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Assets against
 - (i) loss or damage by fire or terrorist acts,
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor, and
 - (iii) any other risk, perils and contingencies as the Chargee may reasonably require
- (b) Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee, and must be for not less than the replacement value of the relevant Charged Assets (meaning in the case of any premises on a Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of that Property for a period of at least [three] years
- (c) The Chargor shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to the insurance required by part (a) of this clause 10.10 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease)
- (d) The Chargor shall, if requested by the Chargee, procure that the Chargee is named as co-insured with the relevant Chargor on each of the Insurances maintained by it or any person on its behalf in accordance with part (a) of clause 10.10 and the Chargee is named as first loss payee and that the terms of each such Insurance require the insurer not to invalidate the policy as against the Chargee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Chargee

10.11 Insurance premiums

The Chargor shall

- (a) promptly pay all premiums in respect of each of the Insurances maintained by it in accordance with part (a) of clause 10 10 and do all other things necessary to keep that policy in full force and effect, and
- (b) (if the Chargee so requires) produce to, or deposit with, the Chargee the receipts for all premiums and other payments necessary for effecting and keeping up each of the Insurances maintained by it in accordance with part (a) of clause 10 10 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease)

10 12 No Invalidation of Insurance

The Chargor shall not do or omit to do, or permit to be done or omitted to be done, any act or thing that may invalidate or otherwise prejudice any Insurances maintained by it in accordance with part (a) of clause 10 10

10.13 Proceeds of Insurances

All monies received or receivable by a Chargor under any Insurances maintained by it in accordance with part (a) of clause 10 10 (including all monies received or receivable by it under any Insurances) at any time (whether or not the security constituted by this Deed has become enforceable) shall

- (a) immediately be paid to the Chargee,
- (b) if they are not paid directly to the Chargee by the insurers, be held by the Chargor as trustee of the same for the benefit of the Chargee (and that Chargor shall account for them to the Chargee), and
- (c) at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Obligations

Each Chargor hereby undertakes with the Chargee that such Chargor will

(d) Deposit of deeds and insurance

At the request of the Chargee and subject to the terms of the Permitted Security Interests, deposit with the Chargee

- (i) all deeds and documents of title relating to the Charged Property and to any subordinate interest in any of them and certified copies of the insurance policies relating thereto, and
- (ii) all such other documents relating to the Charged Property as the Chargee may from time to time reasonably require,

(e) Conduct of business

Conduct and carry on its business in a proper and efficient manner and keep or cause or procure to be kept proper books of accounts relating to such business and not make any material alteration in the nature or mode of conduct of any such business,

(f) Compliance with covenants etc

Observe and perform (in all material respects) all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Property and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the

Charged Property whether imposed by statute, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other reasonable acts and things (including the taking of legal proceedings) necessary to maintain, defend or preserve its right, title and interest to and in the Charged Property without infringement by any third party and not without the prior consent in writing of the Chargee (such consent not to be unreasonably withheld or delayed) enter into any onerous or restrictive obligations materially affecting any of the same,

(g) Compliance with leases

- (i) perform all the material terms on its part contained in any lease or agreement for lease or leases comprised within the Charged Property,
- (ii) not to do or knowingly permit to be done any act as a result of which any lease or leases may on its part become liable to forfeiture or irritancy or otherwise be determined, and
- (iii) duly and punctually perform and observe any material covenants or stipulations on its part (restrictive or otherwise) affecting the Charged Property

(h) Alteration or development of Property

- (i) not without the prior consent in writing of the Chargee (such consent not to be unreasonably withheld or delayed) make any structural or material alteration to or to the use of any of its Property or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time or any orders or regulations under such Acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any consent, licence, permission or approval (whether of a public or private nature) from time to time in force affecting any of the Property is or may be materially infringed;
- (ii) in the event of the Chargee giving consent to commence and proceed with any works, that Chargor shall, without delay, carry out those works to the Chargee's satisfaction (acting reasonably) in accordance and within the provisions and conditions of the consent. Each Chargor shall not sever, unfix or remove any of the fixtures or plant or machinery on the Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models,

(i) Orders and proposals

Each Chargor shall, as soon as reasonably practicable after receipt of any material notice, order, direction, designation, resolution, proposal or other matter given or made by any Authority (whether or not under the Planning Acts) and relating to the Charged Property or the area in which the Charged Property is situated (a "Notice")

- (i) give full written particulars to the Chargee of such Notice,
- (ii) if reasonably required by the Chargee forthwith, and at the Chargors' cost, take all necessary steps to comply with such Notice, and
- (iii) at the reasonable request of the Chargee, and at the Chargors' cost, make or join with the Chargee in making such objection or representation against, in respect of, or relating to, such Notice as the Chargee may in its discretion require

(j) Maintenance of buildings, machinery and plant

Keep all its buildings, machinery, plant, fixtures, vehicles, computers and office and other equipment in good and substantial repair and in good working order and condition and permit the Chargee and its agents or representatives to enter and view their state and condition on reasonable notice to the Chargor,

(k) Pay outgoings

Punctually pay or cause to be paid all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Charged Property or any part thereof or by the owner, operator or occupier thereof,

10.14 Notices

(a) Notice to insurers

Each Chargor shall promptly give notice to the relevant insurers providing the Insurances that the relevant Chargor has assigned its rights by way of security to the Chargee substantially in the form specified in Schedule 3 and shall use reasonable endeavours to procure that the relevant insurers acknowledges that notice in the form specified in Schedule 3

(b) Notice to Occupational Tenants or other occupiers

Each Chargor shall, at the request of the Chargee (such request in relation to a tenant pursuant to an Assured Shorthold Tenancy may only be made following an Event of Default), give notice to the Occupational Tenants or other occupiers thereof substantially in the form specified in Schedule 4 and shall use its reasonable endeavours to procure that each recipient acknowledges that notice in the form specified in Schedule 4

10.15 No limitation

None of the undertakings in this clause 10 shall be construed as limiting any powers exercisable by any Receiver appointed by the Chargee under this Deed

10.16 Power to remedy

If any Chargor at any time defaults in complying with any of its material obligations contained in this Deed, the Chargee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and that Chargor hereby irrevocably authorises the Chargee and its employees and agents by way of security to do all such reasonable things (including, without limitation, entering that Chargor's property) necessary in connection therewith. Any monies so properly expended by the Chargee shall be repayable by the Chargors to the Chargee on demand together with interest at the Default Rate from the date of notification to the Chargors of payment by the Chargee until such repayment, both before and after judgement. No exercise by the Chargee of its powers under this clause 10.16 shall make it liable to account as a mortgagee in possession

11 THE PROPERTY – PLANNING AND LEASING

11.1 Planning

Each Chargor shall

- (a) not, except with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), make any application for planning permission. In the event of planning permission being obtained by that

Chargor, that Chargor will produce that permission to the Chargee within seven days of receipt of it,

- (b) not implement any planning permission received by it until it has been acknowledged by the Chargee to be acceptable to it,
- (c) observe, perform, comply with and cause observance, performance and compliance with the provisions of all statutes in force including the requirements of any Authority relating to the Property or anything done on any of them by that Chargor, in particular (but without prejudice to the generality of the foregoing) the provisions and requirements of the Planning Acts,
- (d) not, except with the prior written consent of the Chargee, enter into, or agree to enter into, any agreement under section 106 of the Town and Country Planning Act 1990 (Agreement regulating development or use of land), section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (Enforceability by local authorities of certain covenants relating to land), section 38 of the Highways Act 1980 (Power of highway authorities to adopt by agreement), section 278 of the Highways Act 1980 (Contributions towards highway works), section 111 of the Local Government Act 1971 (subsidiary powers of local authorities) or generally under the Planning Acts or any other similar act, and
- (e) comply with any conditions attached to any consent under the Planning Acts relating to or affecting the Property

and each Chargor represents and warrants to the Chargee that it has not, prior to the date of this Deed, carried out or permitted to be carried out any development within the meaning of the Planning Acts upon the Property in respect of which any requisite permission has not been obtained and that all conditions subject to which such permissions have been granted have been duly complied with

11.2 Compensation

- (a) Each Chargor undertakes with the Chargee that in the event that any moneys pursuant to section 25 of the Law of Property Act 1969 and/or the Landlord and Tenant Act 1954 or otherwise become payable to the Chargee during the continuance of this security they shall, unless the Chargee otherwise agrees in writing, be applied towards the discharge of the Secured Obligations
- (b) The Chargee shall be entitled and is authorised by the Chargors and appointed the Chargors' attorney on its behalf to give a good receipt on behalf of the Chargors to the Chief Land Registrar or such other payer of any compensation payable to the Chargors under clause 11 2(a)
- (c) In the event that any compensation shall actually be received by any Chargor, that Chargor shall hold the same on trust for the Chargee to be applied by the Chargee towards the discharge of the Secured Obligations.

12 FURTHER ASSURANCES

12 1 Further assurance

Each Chargor shall

- (a) if and when reasonably required by the Chargee, execute and deliver such further Security Interests and assurances in favour of the Chargee (and do all such acts and things (including giving any notices and taking such steps)) as the Chargee shall from time to time reasonably require (with any documents being in such form as the Chargee shall require) over or in relation to all or any of the Charged Property to secure the Secured Obligations or to perfect or protect the security intended to be created by this Deed over the Charged Property or any part thereof or to facilitate the realisation of the same, and

- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Chargee may then require to facilitate the realisation of the Charged Property

12 2 Certain documentary requirements

Such further Security Interests and assurances shall be prepared by or on behalf of the Chargee at the expense of the Chargors and shall contain

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and
- (c) such other clauses for the benefit of the Chargee as the Chargee may require

12 3 Specific security documents required

Without prejudice to the generality of the provisions of clauses 12 1 and 12 2, each Chargor shall execute as and when so required by the Chargee a legal mortgage or legal charge (as specified by the Chargee) over any freehold, leasehold and heritable property acquired by it after the date of this Deed (including all or any of the Property as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon

13 CERTAIN POWERS OF THE CHARGE

13 1 Powers on enforcement

At any time on or after the Enforcement Date or if requested by the Chargors, the Chargee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference. The Chargee in exercising its statutory power of sale, and any Receiver in exercising his powers hereunder, shall be at liberty to sell at such price and on such terms and conditions as it or he in its or his sole discretion thinks fit and shall not be under any duty or obligation to obtain the best or any particular price. In the event of any conflict between the powers contained in the Law of Property Act 1925 and those conferred by this Deed, the terms of this Deed shall prevail.

13.2 Redemption of Permitted Security Interests

At any time on or after the Enforcement Date, or if the holders of any Permitted Security Interests shall take any step to enforce them or demand the money thereby secured, the Chargee may pay off all or any of the Permitted Security Interests and take a transfer of the benefit of them or redeem the same, and the money so expended by the Chargee and all costs of and incidental to the transaction incurred by the Chargee shall be repayable by the Chargors to the Chargee on demand, shall constitute part of the Secured Obligations and shall bear interest at the Default Rate from the date of payment by the Chargee.

13 3 Subsequent Security Interests

If the Chargee receives or has notice (actual or constructive) of any subsequent Security Interests affecting the Charged Property or any part of it or if the continuing nature of this Deed is determined for any reason, the Chargee may open a new account for the relevant Chargor. If it does not do so then, unless the Chargee gives express written notice to the contrary to that Chargor for the purposes of this Deed, the Chargee shall nevertheless be treated as if it had opened a new account at the time when it

received or had such notice and as from that time all payments made by or on behalf of the Chargors to the Chargee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargors to the Chargee at the time when it received such notice

13.4 Settlement of accounts

Any sale or other disposition by the Chargee or by a Receiver may be made either subject to or discharged from any prior charge or upon such terms as the Chargee or such Receiver may think fit. The Chargee or the Receiver may settle and pay the accounts of any person in whom any prior charge may from time to time be vested and any accounts so settled and paid shall as between the Chargee, the Receiver and the Chargors be deemed to be properly settled and paid and shall be binding on the Chargors accordingly. The money so expended by the Chargee or the Receiver shall be repayable by the Chargors to the Chargee or the Receiver on demand, shall constitute part of the Secured Obligations and shall bear interest at the Default Rate from the date of payment by the Chargee or the Receiver.

13.5 Assignment of rents

After the Enforcement Date the right to recover all rents reserved by any Occupational Lease shall automatically be assigned to and vest in the Chargee.

13.6 Statutory power of leasing

The Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

13.7 Suspense accounts

The Chargee (or any Receiver) may pay the proceeds of any recoveries effected by it or him into an interest-bearing suspense account and retain it for so long as it (or he) may determine. The Chargee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such suspense account for application as follows:

- (a) paying all costs, charges and expenses incurred and payments made by the Chargee (or the Receiver) in the course of such enforcement,
- (b) paying remuneration to the Receiver as and when the same becomes due and payable, and
- (c) paying amounts due and payable in respect of the Secured Obligations.

14 APPOINTMENT AND POWERS OF RECEIVER

14.1 Appointment

At any time on or after the Enforcement Date or if requested by the Chargors, the Chargee may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint a Receiver of the Charged Property or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment. The Chargee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

14.2 Receiver as agent

A Receiver shall be the agent of the Chargors and the Chargors shall be solely responsible for his proper acts or defaults and for his properly incurred remuneration

14.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute and power on behalf, and at the expense, of the Chargors (notwithstanding liquidation of the Chargors) to do or omit to do anything which the Chargors could do or omit to do in relation to the Charged Property or any part thereof. In particular (but without limitation), a Receiver shall have power to do all or any of the following acts and things

(a) Take possession

Take possession of, collect and get in all or any of the Charged Property,

(b) Manage the Charged Property

Manage, develop, alter, improve, build, reconstruct or reinstate and replace the Charged Property or any part of it or concur in so doing, to buy, lease or otherwise acquire and develop or improve Property or other assets without being responsible for loss or damage, to acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Charged Property,

(c) Carry on business

Carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargors or any part thereof or concur in so doing, lease or otherwise acquire and develop or improve Property or other assets without being responsible for loss or damage,

(d) Borrow money

Raise or borrow any money from or incur any other liability to the Chargee or others on such terms with or without security as he may think fit and so that any such security may with the consent of the Chargee be or include a charge on the whole or any part of the Charged Property ranking in priority to this security or otherwise,

(e) Dispose of assets

Without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract or otherwise, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Property in the name and on behalf of the Chargors or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Chargors (or other the estate owner) if he shall consider it necessary or expedient so to do, any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations, plant, machinery and other fixtures may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any

obligations affecting the premises sold without the consent of the Chargors. Any contract for any such sale or other disposal by the Receiver or the Chargee may contain conditions excluding or restricting the personal liability of the Receiver or the Chargee,

(f) Form subsidiaries

Promote the formation of companies or entities with a view to the same becoming a subsidiary of the Chargors and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Property or otherwise, arrange for such companies or entities to trade or cease to trade or to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit,

(g) Compromises and contracts

Make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient,

(h) Repair and maintain assets

Make and effect such repairs, renewals and improvements to the Charged Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances,

(i) Building works

Commence and/or complete any building operations on any part of the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences with respect to the Charged Property as he may in his discretion think fit,

(j) Compensation

Negotiate for compensation with any Authority which may intend to acquire or be in the process of acquiring the Charged Property or any part of it and make objections to any order for the acquisition of the Charged Property or any part of it, and the Receiver may request the Chargors to do so at any enquiry held to consider such objections or which is otherwise relevant to such acquisition,

(k) Appoint employees

Appoint managers, agents, officers and employees for any of the purposes referred to in this clause 14 or to guard or protect the Charged Property at such salaries and commissions and for such periods and on such terms as he may determine and may dismiss the same,

(l) Make calls

Make calls conditionally or unconditionally on the members of the Chargors in respect of uncalled capital,

(m) Exercise statutory leasehold powers

Without any further consent by or notice to the Chargors, exercise for and on behalf of the Chargors all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property but without any obligation to exercise any of such powers and

without any liability in respect of powers so exercised or omitted to be exercised,

(n) Tenancies

Apply for and negotiate the terms of any renewed tenancy whether pursuant to the Landlord and Tenant Act 1954 or otherwise,

(o) Occupational Leases

Make allowances and arrangements with any lessee or any tenant in respect of the rents receivable pursuant to an Occupational Lease,

(p) Rent review

Operate and agree any rent review in respect of any lease or underlease of the Charged Property or any Occupational Leases and the amount of any interim rent payable pursuant to section 24(A) of the Landlord and Tenant Act 1954,

(q) Legal proceedings

Institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Property or any part thereof or submit to arbitration as he may think fit,

(r) Execute documents

Sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Deed and to use the name of the Chargors for all the purposes aforesaid,

(s) Approvals

Apply for and obtain any approval, permission, consent and license, enter into and perform contracts and arrangements, purchase materials and incur any type of obligation,

(t) Purchase

Purchase any property or other assets if the Receiver considers it would be conducive to the realisation of the Chargee's security or any part of it,

(u) Insurances

Maintain, renew, take out or increase Insurances (including indemnity insurance),

(v) Insolvency Act powers

Do all the acts and things described in schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to any Chargor,

(w) Other powers

Do all such acts and things as may from time to time be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Chargee's security or the exercise of his functions as receiver, and

(x) Chargee powers

Do anything the Chargee has power to do under this Deed

14.4 Remuneration

The Chargee may from time to time determine the remuneration of any Receiver and in default of such determination, a Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm. The maximum rate set out in section 109(6) Law of Property Act 1925 shall not apply and that section shall be varied accordingly

14.5 No liability

Neither the Chargee nor any Receiver shall be liable for any involuntary losses that may occur in exercise of the rights, liberties and powers contained in this Deed or be liable to account as mortgagee in possession save in respect of fraud, negligence and/or wilful deceit

15 APPLICATION OF PROCEEDS AND PROTECTION OF PURCHASERS

15.1 Application of proceeds

All monies received by the Chargee or by any Receiver shall be applied, allocated or appropriated (unless otherwise determined by the Chargee or such Receiver) in the following order of priority

- (a) in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration,
- (b) in the payment and discharge of any liabilities incurred by the Receiver on the Chargors' behalf in the exercise of any of the powers of the Receiver,
- (c) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the Law of Property Act 1925,
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent that those debts or claims have that preference,
- (e) in or towards satisfaction of the Secured Obligations, and
- (f) any surplus shall be paid to the Chargors or any other person who may be entitled to it

15.2 Protection of purchasers

- (a) Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a "**Purchaser**") dealing with the Chargee may assume without inquiry that
 - (i) some part of the Secured Obligations has become due,
 - (ii) a demand for such Secured Obligations has been duly made, and
 - (iii) such Secured Obligations have become due within the meaning of section 101 of the Law of Property Act 1925
- (b) No Purchaser dealing with the Receiver or the Chargee is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Chargee has become exercisable, or as to the propriety or

regularity of any sale by, or other dealing with, the Receiver or the Chargee. Any such sale or dealing is deemed to be within the powers conferred by this Deed and to be valid and effective accordingly. All the protection to Purchasers contained in section 104 and section 107 of the Law of Property Act 1925 and section 42(3) of the Insolvency Act 1986 apply to any Purchaser.

16 INDEMNITIES; COSTS AND EXPENSES

16.1 Enforcement costs

Each Chargor hereby undertakes with the Chargee to pay on demand all costs, charges and expenses properly incurred by the Chargee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Property on a full indemnity basis, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the relevant Chargor (both before and after judgement).

16.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession in respect of all or any of the Charged Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

16.3 Indemnity from Charged Property

The Chargee and any Receiver, attorney, agent or other person appointed by the Chargee under this Deed and the Chargee's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Property in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be properly incurred by or made against any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed,
- (b) any breach by any Chargor of any of its obligations under this Deed, or
- (c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if this Deed had not been executed and which was not caused by the negligence or wilful default of the relevant Indemnified Party,

and the Chargors shall indemnify the Chargee and any Receiver(s) against any such matters.

16.4 Value Added Tax

If any payment made by or on behalf of the Chargee hereunder includes an amount in respect of VAT or any payment due to the Chargee hereunder shall be reimbursement of any expenditure by or on behalf of the Chargee which includes an amount in respect of VAT, then such amount shall be payable by the Chargors to the Chargee on demand with interest from the date of such demand computed and payable as provided in clauses 2.2 and 2.3 and pending payment, shall be secured by this Deed.

16.5 Challenge of Deed

Each Chargor shall pay to the Chargee (on a full indemnity basis) all costs incurred or suffered by the Chargee and any Receiver appointed by the Chargee shall be entitled to recover as a receivership expense all costs incurred or suffered by him in connection with any application under Part III of the Insolvency Act 1986 and in defending proceedings brought by any third party impugning the Chargee's title to this security or the enforcement or exercise of the rights or remedies of the Chargee or of any Receiver and all such costs shall bear interest from the date such costs were incurred, suffered, computed or payable pursuant to clauses 2.2 and 2.3 and pending payment shall be secured hereby save in respect of fraud, negligence and/or wilful deceit

17 POWER OF ATTORNEY

17.1 Power of attorney

Each Chargor, by way of security, hereby irrevocably appoints each of the Chargee and any Receiver severally (and each Receiver severally if there is more than one) to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Charged Property or for vesting the same in the Chargee, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 12, and
- (c) 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 Chargee or a Receiver under this Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under this Deed

17.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned in clause 17.1 shall lawfully do or purport to do in the exercise or purported exercise of his powers under such clause

18 CONTINUING SECURITY AND OTHER MATTERS

18.1 Continuing security

This Deed and the obligations of each Chargor under this Deed shall

- (a) secure the ultimate balance from time to time owing to the Chargee by the Chargors and shall be a continuing security notwithstanding any settlement of account or intermediate payment or discharge whether in whole or in part or other matter whatsoever,
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security Interest, right or remedy held by or available to the Chargee,
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Security Interest, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Chargee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable,

- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargors in respect of any Secured Obligations nor by any legal limitation in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether known or not to the Chargors or the Chargee) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Chargee, and
- (e) remain binding on the Chargors notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Chargee or of the assets the Chargee and for this purpose this Deed and all rights conferred on each Finance Party and the Chargee under it may be assigned or transferred by the Chargee accordingly

18.2 Collateral Instruments

The Chargee shall not be obliged to resort to any Collateral Instrument or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Chargee in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargors nor shall the Chargee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment

18.3 Settlements conditional

Any release, discharge or settlement between any Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by that Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled, the Chargee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

19 MISCELLANEOUS

19.1 Remedies cumulative

No failure or delay on the part of the Chargee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy. Any waiver, consent, receipt, settlement or release given by the Chargee in relation to this Deed should only be effective if given in writing and then only for the purpose for and upon the terms on which it is given

19.2 Statutory power of leasing

During the continuance of this security, the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the relevant Chargor in relation to the Charged Property or any part thereof without the consent in writing of the Chargee. Each Chargor shall not part with possession of the Property or any part thereof or amend or confer any further rights or interests to occupy the Property or any part thereof without the consent in writing of the Chargee

19.3 Successors and assigns

Any appointment or removal of a Receiver under clause 14 and any consents under this Deed may be made or given in writing, signed or sealed by any successors or assigns of the Chargee and accordingly the Chargors hereby irrevocably appoints each successor and assign of the Chargee to be its attorney in the terms and for the purposes set out in clause 17

19.4 Consolidation

Section 93 Law of Property Act 1925 shall not apply to the security created by this Deed or to any security given to the Chargee pursuant to this Deed

19.5 Reorganisation of the Chargee

This Deed shall remain binding on each Chargor notwithstanding any change in the constitution of the Chargee or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person or any reconstruction or reorganisation of any kind. The security granted by this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Chargee in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of or in addition to the Chargee

19.6 Unfettered discretion

Save where expressly provided otherwise in this Deed, any liability or power which may be exercised or any determination which may be made under this Deed by the Chargee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefore

19.7 Provisions severable

- (a) Each of the provisions of this Deed is severable 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 of this Deed shall not in any way be affected or impaired thereby
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Chargor agrees that the Chargee can require such clause to be modified so as to be valid and enforceable

19.8 Preservation of rights

The Chargee may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Secured Obligations or in respect of any Security Interest or any guarantee for the Secured Obligations, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of the Chargee or the exercise of the same, or the Secured Obligations or other liability of the Chargors to the Chargee

19.9 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of any other relevant agreements relating to any disposition of an interest in land shall be deemed to be incorporated in this Deed

19.10 Set-aside Payments

If the Chargee reasonably considers that any amount paid by any Chargor to the Chargee is capable of being avoided or set aside on the liquidation, receivership or administration of any Chargor or otherwise, then for the purpose of this Deed, such amount shall not be considered to have been paid

19.11 Redeeming prior security

If any person takes (or threatens to take) any steps to enforce any security which ranks before or equal to any part of this security in relation to any of the Charged Property, the Chargee or any Receiver in respect of such Charged Property may at any time redeem

any part of that security or procure its transfer to the Chargee or such Receiver. The money so expended by the Chargee or any Receiver and all properly incurred costs of and incidental to the transaction incurred by the Chargee or any Receiver shall be secured by this Deed and shall bear interest in accordance with clauses 2.2 and 2.3.

19.12 Settlement of accounts

The Chargee and any Receiver may settle and pass the accounts of any person entitled to any security which ranks before or equal to any part of this security in relation to any part of the Charged Property. Any accounts so settled and passed shall be conclusive and binding on any Chargor.

19.13 Subsequent charges

If the Chargee receives notice of any subsequent assignment, mortgage, security, charge or other interest affecting the Charged Property, the Chargee may open a new account. If the Chargee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as from that time, all payments made to the Chargee in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time the Chargee received the notice.

19.14 Representations

Each Chargor acknowledges to and agrees with the Chargee that in entering into this Deed and incurring the Secured Obligations:

- (a) that Chargor has not relied on any oral or written statement, representation, advice, opinion or information made or given to that Chargor in good faith by the Chargee or anybody on the Chargee's behalf and the Chargee shall have no liability to that Chargor if that Chargor has in fact done so,
- (b) that Chargor has, independently of the Chargee, made its own assessment of the viability and profitability of any purchase, project or purpose for which that Chargor has incurred its Secured Obligations and the Chargee shall have no liability to that Chargor if that Chargor has not in fact done so, and
- (c) there are no arrangements, collateral relating to this Deed which have not been recorded in writing and signed on behalf of the Chargee and/or that Chargor.

20 CURRENCIES

20.1 Sale of currencies

All moneys received or held by the Chargee or by a Receiver under this Deed at any time on or after the Enforcement Date in a currency other than a currency in which the Secured Obligations are denominated may from time to time be sold for such one or more of the currencies in which the Secured Obligations are denominated as the Chargee or any Receiver considers necessary and the Chargors shall indemnify the Chargee or any Receiver against the full cost (including all costs, charges and expenses) incurred in relation to such sale. The Chargee or any Receiver shall not have any liability to the Chargors in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

20.2 Conversion of currencies

The Chargee may at its sole discretion, and with or without notice to the Chargors, elect to convert all or any part of any sum received by the Chargee pursuant to this Deed (in whole or in part) into the currency of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense) and the rate of exchange shall be the Chargee's spot rate for settling the

currency of the Secured Obligations or the relevant part thereof for the currency of the sum received by the Chargee on the date when the Chargee exercises its right of conversion hereunder

20.3 Currency indemnity

No payment to the Chargee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargors in respect of which it was made unless and until the Chargee shall have received payment in full in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Chargee shall have a further separate cause of action against the Chargors and shall be entitled to enforce the charges hereby created to recover the amount of the shortfall

21 NOTICES

21.1 Method

Each notice or other communication to be given under this Deed shall be given in writing in English and, unless otherwise provided, shall be made by hand, fax or letter. Notice shall not be validly given by e-mail

21.2 Delivery

Any notice or other communication to be given by one party to another under this Deed shall (unless one party has by no less than 10 Business Days' notice to the other party specified another address) be given to that other party at the addresses set out below

- | | | |
|-----|--------------|---|
| (a) | Chargee | National Westminster Bank Plc
3rd Floor
3 Temple Back East
PO Box 2703
Bristol
BS1 6DZ
Attention David Willock/John Buss
Fax No 0117 954 4200 |
| (b) | Each Chargor | The Core
40 St Thomas Street
Bristol
Avon
BS1 6JZ
Attention Company Secretary
Fax No 0117 302 7400 |

21.3 Deemed receipt

- (a) Any notice or other communication given by the Chargee shall be deemed to have been received
- (i) in the case of a notice given by hand, at the time of day of actual delivery,
 - (ii) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted, and
 - (iii) if posted, by 10.00 am on the second Business Day following the day on which it was despatched by first class mail postage prepaid

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day

- (b) Any notice or other communication given to the Chargee shall be deemed to have been given only on actual receipt

21.4 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by the Deed shall, save for manifest error be conclusive and binding upon each Chargor if signed by an officer of the Chargee

22 TRANSFERS BY THE CHARGEES OR THE CHARGORS

22.1 Restriction on Chargors

Each Chargor shall not assign or otherwise transfer any of that Chargor's rights or obligations under this Deed or enter into any transaction or arrangement which will result in any of those rights or obligations passing to or being held in trust for or for the benefit of any other person

22.2 The Chargee

- (a) The Chargee may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Deed (a "Transfer") to any person (a "Transferee"). The Chargee may disclose any information and documentation concerning any Chargor to any prospective Transferee it considers appropriate
- (b) If there is a Transfer by the Chargee in accordance with this clause 22.2, each Chargor will be bound to the Transferee and the rights and obligations of each Chargor under this Deed will remain the same. The Transferee will have the same powers, rights, benefits and obligations of the Chargee to the extent that they are sold, assigned, novated or otherwise transferred to the Transferee and the outgoing Chargee will be released from its obligations to each Chargor to the extent that those obligations are assumed by the Transferee. The Chargors will enter into all documents necessary to give effect to any such Transfer

23 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this Deed but any third party right which exists or is available independently of that Act is preserved

24 COUNTERPARTS

This Deed may be executed in any number of counterparts (each of which shall constitute an original of this Deed) and by the parties on separate counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

25 LAW

25.1 English law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by and shall be construed in accordance with English law

25.2 Submission to jurisdiction

Each Chargor agrees for the benefit of the Chargee that any legal action or proceedings arising out of or in connection with this Deed against the Chargors or any of its assets may be brought in the courts of England and Wales and irrevocably and unconditionally submits to the jurisdiction of such courts. The Chargee and the Chargors further agree

that only the courts of England and Wales and not those of any other state shall have jurisdiction to determine any claim which the Chargors may have against the Chargee arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims)

EXECUTED AS A DEED and delivered by the parties on the date noted at the head of this Deed

Schedule 1

Chargors

NAME OF CHARGOR	REGISTRATION NUMBER (OR EQUIVALENT IF ANY) AND JURISDICTION
LDC (MANSFIELD) LIMITED PARTNERSHIP	LP013772 - England
(acting by its general partners LDC (MANSFIELD) GP1 LIMITED and LDC (MANSFIELD) GP2 LIMITED)	
LDC (MANSFIELD) GP1 LIMITED	07133975 - England
LDC (MANSFIELD) GP2 LIMITED	07133848 - England
LDC (HAMPTON STREET) LIMITED	06415998 - England
LDC (VERNON SQUARE) LIMITED	06444132 - England

Schedule 2

The Property

<u>Property Owner</u>	<u>Company Number and Registered Address</u>	<u>Property Address</u>	<u>Title Number</u>	<u>Freehold Leasehold</u>
LDC (Mansfield) Limited Partnership (acting by its general partners LDC (Mansfield) GP1 Limited and LDC (Mansfield) GP2 Limited)	LP013772 The Core 40 St Thomas Street Bristol BS1 6JZ	Land and buildings at Mansfield Hall Kendrick Road Reading	BK440077	Freehold
LDC (Mansfield) GP1 Limited	07133975 The Core 40 St Thomas Street Bristol BS1 6JZ	Land and buildings at Mansfield Hall Kendrick Road Reading	BK440077	Freehold
LDC (Mansfield) GP2 Limited	07133848 The Core 40 St Thomas Street Bristol BS1 6JZ	Land and buildings at Mansfield Hall Kendrick Road Reading	BK440077	Freehold
LDC (Hampton Street) Limited	06415998 The Core 40 St Thomas Street Bristol BS1 6JZ	Imprima House 282 Waterloo Road London SE1 8RQ	179030	Freehold
LDC (Vernon Square) Limited	06444132 The Core 40 St Thomas Street Bristol BS1 6JZ	Student Accommodation School of Oriental and African Studies Vernon Square London WC1X 9EW	NGL894114	Freehold

Schedule 3

Part A

Form of Notice to Insurers

[On Headed Notepaper of Chargor]

[Date]

To [Applicable insurance company]

Copy to **National Westminster Bank Plc** (the "Chargee")

Dear Sirs

Re [Describe agreement] (the "Insurance Policy")

- 1 We refer to the insurance policy dated [●] and made between [●] (1) and [applicable insurance company] (2)
- 2 We, [●] (the "Chargor"), give you notice that by a Legal Charge (the "Legal Charge") dated ● between the Chargor (1) and the Chargee (2) we assigned and charged by way of first fixed charge all our right, title and interest in and to the Insurance Policy and the moneys from time to time due to the Chargor arising from that Insurance Policy to the Chargee upon the terms set out in the Legal Charge
- 3 We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Chargee to the contrary, to pay all sums payable by you under the Insurance Policy to the account in the name of the Chargor with [●] (at its branch at [●] Account Number [●], Sort Code [●]) (the "Account")
- 4 This letter is governed by English law

Please acknowledge receipt of this letter by signing the attached form of acknowledgement and returning it to the Chargee

Yours faithfully

For and on behalf of

●

Part B

Form of Acknowledgement from

[Applicable insurance company]

Date

National Westminster Bank Plc (the "Chargee")

For the attention of: ●

Dear Sirs

Re [insert agreement]

We acknowledge receipt of a Notice dated ● and addressed to us by ● (the "**Chargor**") regarding the Insurance Policy (as defined in the Notice) mentioned in such Notice and we accept the instructions and authorisations contained in such Notice

We acknowledge and confirm that

- 1 as at the date of this Acknowledgement, we 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 Insurance Policy,
- 2 we shall pay all monies payable by us under the Insurance Policies into the Account (as defined in the Notice) and we shall continue to pay those monies into the Account until we receive your written instructions to the contrary, and
- 3 the Chargor may not agree to amend, surrender or waive the terms of, or assign its interest in, or give any licence, consent or approval under, the Insurance Policies without your consent

This letter is governed by English law

Yours faithfully

For and on behalf of

[Applicable insurance company]

Schedule 4

Part A

Form of Notice to Occupational Tenant or other occupiers

[On Headed Notepaper of the Chargor]

To [Occupational Tenant]

Copy to **National Westminster Bank Plc** (the "Chargee")

[Date]

Dear Sirs

Re [Address of Charged Property] (the "Property/ies")

- (1) We refer to the lease[s] dated [●] and made between [applicable landlord] (1) and [applicable tenant] (2) (the "Lease[s]")
- (2) We, [applicable landlord] (the "Chargor"), give you notice that by a Legal Charge (the "Legal Charge") dated [●] between the Chargor (1) and the Chargee (2) we charged (by way of security) all our right, title and interest in and to the moneys from time to time due to the Chargor arising from the Lease[s] to the Chargee upon the terms set out in the Legal Charge
- (3) We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Chargee to the contrary, continue to pay all sums payable by you under the Lease[s] to the existing account previously notified to you by us, being the count in the name of the Chargor with [●] (at its branch at [●]), account number [●], sort code [●]
- (4) This letter is governed by English law

Please acknowledge receipt of this letter by signing the attached form of acknowledgement and returning it to the Chargee

Yours faithfully

For and on behalf of
[The Chargor]

Part B

Form of Acknowledgement from Occupational Tenant

Date

National Westminster Bank Plc (the "Chargee")

For the attention of: [●]

Dear Sirs

Re [Address of Mortgaged Property]

We acknowledge receipt of a notice dated [●] (the "Notice") and addressed to us by [applicable landlord] (the "Chargor") regarding the Lease (as defined in the Notice) mentioned in such Notice and we accept the instructions and authorisations contained in such Notice

We acknowledge and confirm that

- (a) as at the date of this Acknowledgement, we 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,
- (b) we shall pay all rent and all other monies payable by us (in accordance with paragraph 3 of the Notice) until we receive your written instructions to the contrary, and
- (c) the Chargor may not agree to amend, surrender or waive the terms of, or assign its interest in, or give any licence, consent or approval under, the Lease without your consent

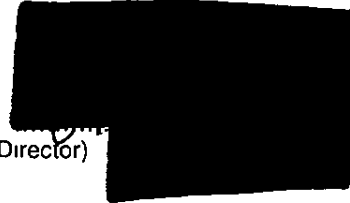
This letter is governed by English law

Yours faithfully

For and on behalf of
[Tenant]

EXECUTED as a DEED by
LDC (MANSFIELD) GP2 LIMITED
acting by

)
)
)
(Director)



in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

EXECUTED as a DEED by
LDC (HAMPTON STREET) LIMITED
acting by

)
)
)
(Director)



in the presence of

Witness signature

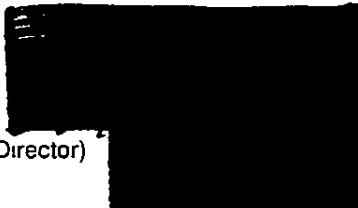
Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

EXECUTED as a DEED by
LDC (VERNON SQUARE) LIMITED
acting by

)
)
)
(Director)



in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX



EXECUTION PAGES

THE CHARGORS

EXECUTED as a DEED by
LDC (MANSFIELD) LIMITED PARTNERSHIP
(acting by its general partner
LDC (MANSFIELD) GP1 LIMITED) acting by

)
)
)
)
(Director)



in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

EXECUTED as a DEED by
LDC (MANSFIELD) LIMITED PARTNERSHIP
(acting by its general partner
LDC (MANSFIELD) GP2 LIMITED) acting by

)
)
)
)
(Director)



in the presence of

Witness signature

Witness full name

Witness address

Gaetane de Boishebert
Legal and Company Secretary Officer
The Core, 40 St Thomas Street
Bristol BS1 6JX

EXECUTED as a DEED by
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Bristol BS1 6JX