



Registration of a Charge

Company name: **HURSTWOOD PROPERTIES (R) LIMITED**

Company number: **06774064**



X8DBGZRZ5

Received for Electronic Filing: **04/09/2019**

Details of Charge

Date of creation: **02/09/2019**

Charge code: **0677 4064 0052**

Persons entitled: **N M ROTHSCHILD & SONS LIMITED AS SECURITY AGENT**

Brief description: **(1) THE FREEHOLD LAND KNOWN AS UNITS 1-4 AND 7-22 WHITWORTH ROAD, WASHINGTON NE37 1PP AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER TY231132 AND (2) THE LEASEHOLD LAND KNOWN AS UNITS 1-4 AND 7-22 WHITWORTH ROAD, WASHINGTON NE37 1PP AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER TY429867.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6774064

Charge code: 0677 4064 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2019 and created by HURSTWOOD PROPERTIES (R) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2019 .

Given at Companies House, Cardiff on 5th September 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 2 September 2019

(1) HURSTWOOD PROPERTIES (R) LIMITED
(AS CHARGOR)

(2) N M ROTHSCHILD & SONS LIMITED
(AS SECURITY AGENT)

SECURITY AGREEMENT

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	6
3	CHARGES	6
4	CRYSTALLISATION OF FLOATING CHARGE	8
5	PERFECTION OF SECURITY	10
6	COVENANTS	12
7	SHARES AND SECURITIES	13
8	INTELLECTUAL PROPERTY	14
9	MONETARY CLAIMS	14
10	ACCOUNTS	14
11	ASSIGNED CONTRACTS AND ASSIGNED INSURANCES	15
12	PROTECTION OF SECURED ASSETS	16
13	DEMAND AND ENFORCEMENT	16
14	RECEIVERS	17
15	APPLICATION OF MONEYS	18
16	POWER OF ATTORNEY	19
17	CONSOLIDATION	19
18	PROTECTION OF THIRD PARTIES	20
19	PROTECTION OF THE SECURITY AGENT, THE SECURED FINANCE PARTIES AND ANY RECEIVER	20
20	PROVISIONS RELATING TO THE SECURITY AGENT	22
21	PRESERVATION OF SECURITY	22
22	RELEASE	24
23	MISCELLANEOUS PROVISIONS	25
24	COMMUNICATIONS	25
25	INCONSISTENCY	26
26	GOVERNING LAW	26

27	ENFORCEMENT	26
	SCHEDULE 1 - DETAILS OF LAND	27
	SCHEDULE 2 - DETAILS OF SHARES	28
	SCHEDULE 3 - DETAILS OF ASSIGNED INSURANCES	29
	SCHEDULE 4 - DETAILS OF ASSIGNED ACCOUNTS	30
	SCHEDULE 5 - DETAILS OF ASSIGNED CONTRACTS	31
	SCHEDULE 6 - FORM OF NOTICE OF ASSIGNMENT OF INSURANCE	32
	SCHEDULE 7 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT	34
	SCHEDULE 8 - FORM OF NOTICE OF ASSIGNMENT OF LEASE DOCUMENT	37

THIS DEED is made on 2 September 2019

BETWEEN:-

- (1) **HURSTWOOD PROPERTIES (R) LIMITED** registered in England (company number 06774064) Whose registered office is at Bridge Street Chambers, 72 Bridge Street, Manchester, M3 2RJ (the "**Chargor**"); and
- (2) **N M ROTHSCHILD & SONS LIMITED** as the security agent for the Secured Parties (as defined below) (the "**Security Agent**").

INTRODUCTION

- (A) The Lenders have agreed to make credit facilities available to the Chargor and Newberry Capital Limited on the terms and conditions set out in the Facility Agreement (as is defined below).
- (B) The Chargor has agreed to enter into this Deed to provide Security over its assets to the Security Agent to hold on trust for itself and the other Secured Parties.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account"	means each Account opened or maintained at any bank or financial institution (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts
"Agent"	means N M Rothschild & Sons Limited
"Assigned Account"	means:- <ol style="list-style-type: none">(a) each of the Accounts specified in Schedule 4 (<i>Details of Assigned Accounts</i>) (and any renewal or redesignation of such Accounts);(b) any Blocked Accounts which are maintained with any bank or financial institution other than the Security Agent; and(c) any other Account agreed by the Security Agent and the Chargor in writing to be an Assigned Account
"Assigned Contracts"	means the contracts set out in Schedule 5 (<i>Details of Assigned Contracts</i>)

"Assigned Insurances"	means the Insurances (if any) specified in Schedule 3 (<i>Assigned Insurances</i>) (including any renewal, substitution or replacement of such Insurance)
"Blocked Account"	means any Account agreed by the Security Agent and the Chargor in writing to be a Blocked Account
"Charged Account"	means the Accounts maintained by the Chargor with the Security Agent and designated in writing as a Charged Account by the Security Agent
"Default"	has the meaning given to that term in the Facility Agreement
"Default Rate"	means the rate specified in clause 8.3 (<i>Default interest</i>) of the Facility Agreement
"Event of Default"	has the meaning given to that term in the Facility Agreement
"Facility Agreement"	means the facility agreement originally dated 31 July 2015 and as amended and restated on 29 August 2018 and on or around the date of this Deed between, inter alia, the Chargor, Newberry Capital Limited and each Finance Party
"Finance Documents"	has the meaning given to it in the Facility Agreement
"Finance Party"	means the Agent, the Security Agent or a Lender
"Insurances"	means any contracts and policies of insurance or assurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties
"Intellectual Property"	<p>means any of the following:-</p> <ul style="list-style-type: none"> (a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above; (b) any brand and trade names, domain names, invention, copyright, design right or performance right; (c) any trade secrets, database right, know-how and confidential information; and (d) the benefit of any agreement or licence for the use of any such right, <p>and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above</p>

	together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest
"Land"	has the meaning given to that term in section 205(1) of the LPA but for these purposes "Land" excludes heritable property situated in Scotland
"Lenders"	means Rothschild & Co Bank International Limited and Partnership Life Assurance Company Limited (and each a "Lender")
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Obligor"	means as defined in the Facility Agreement
"Party"	means a party to this Deed
"Plant and Equipment"	means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of the Chargor of any kind and the benefit of all licences, warranties and contracts relating to the same
"Receiver"	means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the whole or any part of the Secured Assets
"Regulations"	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements
"Related Rights"	means in relation to any Secured Asset:- <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of that Secured Asset; (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise; (c) all rights under any licence, agreement for sale or agreement for lease in respect of that

	Secured Asset;
	(d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and
	(e) any moneys and proceeds or income paid or payable in respect of that Secured Asset
"Secured Assets"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the Security created in favour of the Security Agent by or pursuant to this Deed
"Secured Party"	means a Finance Party, a Receiver or any Delegate
"Secured Liability"	means any liability expressed to be due, owing or payable by each Obligor under or in connection with any of the Finance Documents (together the "Secured Liabilities")
"Securities"	means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
"Security Period"	means the period beginning on the date of this Deed and ending on the date which:- <ul style="list-style-type: none"> (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents
"Shares"	means all of the shares in the capital of each of the companies specified in Schedule 2 (<i>Details of Shares</i>)
"Transaction Security"	means the Security created or expressed to be created in favour of the Security Agent pursuant to the Security Documents

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement shall have the same meanings in this Deed.

1.3 Interpretation

1.3.1 The principles of interpretation set out in clauses 1.2 to 1.3 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to a "**Finance Document**" or any other agreement, deed or instrument is a reference to that Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement, deed or instrument.

1.4 Acknowledgement

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

1.5 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Third party rights

1.7.1 Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.7.2 Notwithstanding any term of any Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party.

1.8 Continuing Event of Default

An Event of Default is continuing if it has not been waived.

1.9 **Nominees**

If the Security Agent causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Security Agent shall, if the context permits or requires, be construed as a reference to the Security Agent and its nominee.

2. **COVENANT TO PAY**

2.1 **Secured Liabilities**

The Chargor covenants that it will on demand pay and discharge the Secured Liabilities when due in accordance with the terms of the Finance Documents.

2.2 **Interest**

The Chargor covenants to pay interest at the Default Rate to the Security Agent on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment).

3. **CHARGES**

3.1 **Land**

The Chargor charges:

3.1.1 by way of first legal mortgage all Land described in Schedule 1 (*Details of Land*); and

3.1.2 by way of first fixed charge:-

- (a) all Land vested in the Chargor on the date of this Deed to the extent not effectively mortgaged by Clause 3.1.1;
- (b) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (c) all Land acquired by the Chargor after the date of this Deed.

3.2 **Shares**

The Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge the Shares and all Related Rights under or in connection with the Shares.

3.3 **Securities**

The Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

3.4 **Intellectual Property**

The Chargor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

3.5 Monetary Claims

The Chargor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

3.6 Charged Accounts

The Chargor charges by way of first fixed charge:-

3.6.1 all amounts standing to the credit of the Charged Accounts; and

3.6.2 all Related Rights under or in connection with the Charged Accounts.

3.7 Plant and Equipment

The Chargor charges by way of first fixed charge:-

3.7.1 the Plant and Equipment (to the extent not effectively charged by Clauses 3.1.1 or 3.1.2) other than any Plant and Equipment which is for the time being part of the Chargor's stock-in-trade or work-in-progress; and

3.7.2 all Related Rights under or in connection with the Plant and Equipment.

3.8 Goodwill

The Chargor charges by way of first fixed charge its present and future goodwill.

3.9 Authorisations

The Chargor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of the Chargor or the use of any of its assets.

3.10 Assigned Contracts

The Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

3.10.1 the Assigned Contracts to which it is a party; and

3.10.2 all Related Rights under or in connection with the Assigned Contracts to which it is a party.

3.11 Assigned Insurances

The Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

3.11.1 the Assigned Insurances to which it is a party; and

3.11.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

3.12 Assigned Accounts

The Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 3.12.1 the Assigned Accounts in its name; and
- 3.12.2 all Related Rights under or in connection with the Assigned Accounts in its name.

3.13 Floating Charge

- 3.13.1 The Chargor charges by way of first floating charge all of its present and future business, undertaking and assets wherever situated, which are not for any reason effectively mortgaged, charged or assigned by way of fixed security by this Deed, including, without limitation, any heritable property situated in Scotland.
- 3.13.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.14 Trust

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the Chargor shall:-

- 3.14.1 hold it on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities; and
- 3.14.2 take such steps as the Security Agent may reasonably require to remove the impediment to assignment or charging it.

3.15 Nature of Security created

The Security created under this Deed is created:

- 3.15.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities;
- 3.15.2 in favour of the Security Agent as trustee for the Secured Parties; and
- 3.15.3 with full title guarantee (other than in relation to land at the rear of 13 High Street, High Street, Northwich CW9 5BY (registered at Land Registry with title number CH540888) with possessory title).

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

- 4.1.1 The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.13 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-
 - (a) the Security created by or pursuant to this Deed becomes enforceable in accordance with Clause 13.1 (*Enforcement*); or

- (b) the Security Agent in its reasonable opinion considers that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise be in jeopardy; or
- (c) the Security Agent in its reasonable opinion considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 **Crystallisation: Automatic**

The floating charge created by the Chargor under Clause 3.13 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of the Chargor subject to the floating charge:-

- 4.2.1 if the Chargor creates or attempts to create any Security (other than Permitted Security (as defined in the Facility Agreement) over any of the Secured Assets; or
- 4.2.2 if any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or
- 4.2.3 if the Security Agent receives notice of an intention to appoint an administrator of the Chargor; or
- 4.2.4 if any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed; or
- 4.2.5 in any other circumstance provided by law.

4.3 **Assets acquired post-crystallisation**

Any assets acquired by the Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.13 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

4.4 **Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 3.13 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
 - 4.4.2 anything done with a view to obtaining a moratorium,
- under Schedule A1 to the Insolvency Act 1986.

4.5 **Partial crystallisation**

The giving of a notice by the Security Agent pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the Secured Parties.

4.6 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Security Agent to the Chargor), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. PERFECTION OF SECURITY

5.1 Notices of assignment

5.1.1 The Chargor must deliver notices of assignment in relation to each Secured Asset which is subject to an assignment under this Deed:-

- (a) Assigned Contracts: within 2 Business Days of the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 7 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (b) Assigned Lease Documents: by issuing a notice in the form set out in Schedule 8 (*Form of notice of assignment of Lease Documents*) addressed to the relevant counterparty following an Event of Default which is continuing and the Security Agent is hereby irrevocably authorised by the Chargor to date and deliver any signed undated notice relating to the assignment of a Lease Document held by the Security Agent upon an Event of Default;
- (c) Assigned Insurances:
 - (i) within 2 Business Days of the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 6 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
 - (ii) if the Chargor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice in the form set out in Schedule 6 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
- (d) Assigned Accounts: if requested by the Security Agent at any time in respect of each Assigned Account held in England and Wales, promptly by issuing a notice of assignment in relation to such Assigned Account in the form required by the Security Agent (acting reasonably) addressed to the bank or financial institution with whom the relevant Assigned Account is held.

5.1.2 The Chargor shall use its reasonable endeavours to procure that, within 14 days of the date of each notice of assignment delivered pursuant to Clause 5.1.1 above, each notice of assignment is acknowledged by the party to whom it is addressed.

5.1.3 The Chargor will deliver to the Security Agent:-

- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
- (b) a copy of each acknowledgment of a notice of assignment, promptly following receipt from the relevant counterparty.

5.2 Documents of Title

5.2.1 Land

The Chargor shall upon the execution of this Deed and upon the acquisition by the Chargor of any interest in any Land deliver (or procure delivery) (to the extent not already delivered in accordance with the Facility Agreement) to the Security Agent of either:-

- (a) all deeds, certificates and other documents relating to such Land (which the Security Agent shall be entitled to hold and retain at the expense and risk of the Chargor); or
- (b) an undertaking from the Chargor's solicitors (in form and substance acceptable to the Security Agent) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Security Agent.

5.2.2 Shares

The Chargor shall upon the execution of this Deed (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by the Chargor of any interest in any Shares deliver (or procure delivery) (to the extent not already delivered in accordance with the Facility Agreement) to the Security Agent of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargor.

5.2.3 Securities

As soon as any Securities are registered in, or transferred into the name of, the Chargor, or held by or in the name of the Security Agent or a nominee (and in any event as soon as the Security Agent so requests), the Chargor shall deposit with the Security Agent, in respect of or in connection with those Securities:

- (a) all stock and share certificates and other documents of or evidencing title to the Securities;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the Chargor and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Security Agent is entitled to hold at the expense and risk of the Chargor.

5.3 Application to the Land Registry

The Chargor and the Security Agent apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of *[insert name of Security Agent]* referred to in the charges register (Form P)"

5.3.2 a notice that:-

"*[details of the lenders]* are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated *[insert date]* in favour of *[insert name of Security Agent]* (as trustee for the Secured Parties referred to in that charge) has been created for the purpose of securing such further advances."

6. COVENANTS

6.1 Further assurance

The Chargor shall, from time to time and at its own expense, promptly do whatever the Security Agent acting reasonably requires to:-

6.1.1 give effect to the requirements of this Deed;

6.1.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or

6.1.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Security Agent or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargor under this Clause 6.1 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6.2 Negative pledge

The Chargor undertakes that it shall not create or permit to subsist any Security over any Secured Assets, nor do anything else prohibited by clause 23.3 (*Negative pledge*) of the Facility Agreement, except as expressly permitted under the terms of the Finance Documents.

6.3 Disposals

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any

Secured Assets except as permitted by clause 23.4 (*Disposals*) of the Facility Agreement.

7. SHARES AND SECURITIES

7.1 Shares: before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the Chargor shall:-

- 7.1.1 pay all dividends, interest and other moneys arising from the Shares into the General Account; and
- 7.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Finance Documents.

7.2 Shares: after an Event of Default

After the occurrence of an Event of Default which is continuing, the Security Agent may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):-

- 7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 15 (*Application of Moneys*);
- 7.2.3 transfer the Shares into its name or the name of its nominee(s); and
- 7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares or other securities are included in the Secured Assets, to concur or participate in:-
 - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Secured Assets.

7.3 Securities and Shares: payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by the Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the Default Rate.

7.4 Securities: exercise of rights

The Chargor shall not exercise any of its rights and powers in relation to any of the Securities in any manner which, in the opinion of the Security Agent, would prejudice the effectiveness of, or the ability of the Security Agent to realise, the Security created by or pursuant to this Deed.

8. INTELLECTUAL PROPERTY

The Chargor shall, if requested by the Security Agent and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Security Agent may reasonably require and do all acts that the Security Agent may require to perfect the Security taken by, or to record the interest of, the Security Agent in any registers relating to any registered Intellectual Property.

9. MONETARY CLAIMS

9.1 The Chargor shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into the relevant Accounts (as defined in the Facility Agreement) in accordance with the terms of the Facility Agreement.

9.2 The Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Security Agent or otherwise as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do so.

9.3 If and to the extent that the Security Agent so specifies, at any time after the Security created under this Deed has become enforceable, the Chargor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by the Chargor as the Security Agent may require into such account(s) as the Security Agent may from time to time specify and pending such payment shall hold all such receipts on trust for the Security Agent.

10. ACCOUNTS

10.1 Accounts: before an Event of Default

10.1.1 The Chargor shall, prior to the occurrence of an Event of Default which is continuing, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account other than any Blocked Account.

10.1.2 If and to the extent necessary to enable, and for the sole purpose of enabling:

- (a) the Chargor to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or
- (b) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

10.2 Accounts: after an Event of Default

10.2.1 The Security Agent shall, upon the occurrence of an Event of Default which is continuing and after the expiration of any relevant grace periods be

entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 15 (*Application of Moneys*).

10.2.2 After the occurrence of an Event of Default which is continuing:

- (a) the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent (in its capacity as such).
- (b) the Security Agent shall be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Accounts (where applicable) and to:-
 - (i) demand and receive all and any moneys due under or arising out of each Account;
 - (ii) exercise all such rights as the Chargor were then entitled to exercise in relation to such Account or might, but for the terms of this Deed, exercise; and
 - (iii) apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 15 (*Application of Moneys*).

11. ASSIGNED CONTRACTS AND ASSIGNED INSURANCES

11.1 The Chargor shall:-

- 11.1.1 deliver to the Security Agent, promptly following execution of the same, such documents relating to the Assigned Contracts and the Assigned Insurances as the Security Agent may reasonably require;
- 11.1.2 perform all its material obligations under the Assigned Contracts and Assigned Insurances in a diligent and timely manner; and
- 11.1.3 notify the Security Agent of any material breach of or default under an Assigned Contract or Assigned Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Contract or Assigned Insurance, promptly upon becoming aware of the same.

11.2 The Chargor shall not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed):

- 11.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Contract or Assigned Insurance;
- 11.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Contract or Assigned Insurance; or
- 11.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Contract or Assigned Insurance or any of the Chargor's rights, title, interest and benefits in, to and in respect of any Assigned Contracts or Assigned Insurances,

except as permitted by the terms of the Finance Documents.

11.3 Save as expressly restricted pursuant to the terms of the Finance Documents, while no Event of Default is continuing, the Chargor may exercise all its rights in respect of the Assigned Contracts to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Contracts.

11.4 While no Event of Default is continuing, the Chargor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Finance Documents.

12. PROTECTION OF SECURED ASSETS

12.1 Insurance

The Chargor shall at all times during the subsistence of this Deed keep the Secured Assets insured in accordance with the terms of the Finance Documents.

12.2 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Secured Assets shall be applied in accordance with the terms of the Finance Documents.

12.3 Power to remedy

If the Chargor fails to comply with any of its obligations in relation to any of its assets subject to Security pursuant to this Deed, or the Security Agent reasonably considers that the Chargor has failed to comply with any such obligations, the Security Agent may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Chargor will co-operate with and will grant the Security Agent or its agents or contractors such access as the Security Agent may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

13.1.1 the occurrence of an Event of Default which is continuing;

13.1.2 any request being made by the Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it; or

13.1.3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Secured Asset.

13.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Agent may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

13.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and

extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;

13.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;

13.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Obligations (including transferring the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Security Agent shall determine in a commercially reasonable manner;

13.2.4 subject to Clause 14.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and

13.2.5 appoint an administrator of the Chargor.

13.3 **Disposal of the Secured Assets**

In exercising the powers referred to in Clause 13.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

13.4 **Same rights as Receiver**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Secured Assets.

13.5 **Delegation**

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

14. **RECEIVERS**

14.1 **Method of appointment or removal**

Every appointment or removal of a Receiver, any delegate or any other person by the Security Agent under this Deed shall be in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the case of the removal of an administrative receiver).

14.2 **Removal**

The Security Agent may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Secured Assets of which he is the Receiver and at any time (before or after any person shall

have vacated office or ceased to act as Receiver in respect of any of such Secured Assets) appoint a further or other Receiver or Receivers over all or any part of such Secured Assets.

14.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 14.3.1 of the Security Agent under this Deed;
- 14.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);
- 14.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 14.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- 14.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

14.4 Receiver as agent

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Agent.

14.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

14.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Agent and the maximum rate specified in section 109(6) of the LPA shall not apply.

15. APPLICATION OF MONEYS

15.1 Application of moneys

All sums received by virtue of this Deed and/or any other Security Documents by the Security Agent or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 15.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Agent as agent for the Secured Parties and/or as trustee in relation to the Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;

- 15.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Agent or any Receiver;
- 15.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facility Agreement;
- 15.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply to this Deed.

16. **POWER OF ATTORNEY**

16.1 **Appointment**

The Chargor irrevocably and by way of security appoints:-

- 16.1.1 the Security Agent (whether or not a Receiver has been appointed);
- 16.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- 16.1.3 (as a separate appointment) each Receiver,

severally as the Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor is be required to do or execute but has failed to do or execute under any provision of this Deed, or which the Security Agent in its sole opinion may consider necessary for perfecting its title to any of the Secured Assets or enabling the Security Agent or the Receiver to exercise any of its rights or powers under this Deed.

16.2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 16.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 16.1 (*Appointment*).

17. **CONSOLIDATION**

17.1 **Combination of accounts**

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Agent and each Secured Party may at any time an Event of Default is continuing, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to the Chargor (in whatever name) and any Secured Liabilities owed by the Chargor to the Security Agent or that Secured Party, and/or set-off or transfer any amounts standing to the credit of one or more accounts of the Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

17.2 **Application**

The Security Agent's and each Secured Party's rights under Clause 17.1 (*Combination of accounts*) apply:-

- 17.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;

- 17.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 17.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Agent and the relevant Secured Party may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 17.2.4 in respect of any Secured Liabilities owed by the Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

18. PROTECTION OF THIRD PARTIES

18.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Deed, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

18.2 Purchasers

No purchaser from or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 18.2.1 to enquire whether any of the powers which the Security Agent or a Receiver have exercised has arisen or become exercisable;
- 18.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;
- 18.2.3 as to the propriety or validity of the exercise of those powers; or
- 18.2.4 with the application of any moneys paid to the Security Agent, any Receiver or to any other person,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

18.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any person to whom any of them have delegated any of their powers.

19. PROTECTION OF THE SECURITY AGENT, THE SECURED FINANCE PARTIES AND ANY RECEIVER

19.1 No liability

None of the Security Agent, the other Secured Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

19.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Secured Assets shall not render the Security Agent, any Receiver or any of their respective officers or employees liable:-

19.2.1 to account as mortgagee in possession;

19.2.2 for any loss on realisation; or

19.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Agent or any Receiver enters into possession of any Secured Assets it shall be entitled at any time it or he thinks fit to relinquish possession.

19.3 Indemnity

The Chargor shall indemnify and keep indemnified the Security Agent, each other Secured Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

19.3.1 any act or omission by any of them in relation to all or any of the Secured Assets;

19.3.2 any payment relating to or in respect of all or any of the Secured Assets which is made at any time by any of them;

19.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

19.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

19.3.5 any breach by the Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

19.4 Interest

The Chargor shall pay interest at the Default Rate on the sums payable under this Clause 19 (*Protection of the Security Agent, the Secured Parties and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

19.5 Indemnity out of the Secured Assets

The Security Agent, the other Secured Parties, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Secured Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 19.3 (*Indemnity*).

19.6 Liability of Chargor related to Secured Assets

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all material conditions and obligations

assumed by it in relation to the Secured Assets. None of the Secured Parties, the Security Agent or any Receiver is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

19.7 Continuing protection

The provisions of this Clause 19 (*Protection of the Security Agent, the Secured Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

20. PROVISIONS RELATING TO THE SECURITY AGENT

20.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Deed:-

20.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

20.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

20.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

20.2 Certificates

A certificate by an officer of the Security Agent:-

20.2.1 as to any amount for the time being due to the Secured Parties or any of them; or

20.2.2 as to any sums payable to the Security Agent under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes.

20.3 Trusts

The perpetuity period for any trust constituted by this Deed shall be 125 years.

21. PRESERVATION OF SECURITY

21.1 Continuing Security

This Deed shall be a continuing security to the Security Agent and shall remain in force until expressly discharged in writing by the Security Agent notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

21.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Agent or any other Secured Party may have now or at any time in the future for or in respect of any of the Secured Liabilities.

21.3 **Waiver of Defences**

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Security Agent or any other Secured Party) including:-

- 21.3.1 any time, waiver or consent granted to, or composition with, any person;
- 21.3.2 the release of any other person under the terms of any composition or arrangement with any person;
- 21.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 21.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- 21.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- 21.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- 21.3.7 an insolvency, liquidation, administration or similar procedure.

21.4 **Immediate recourse**

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

21.5 **Appropriations**

During the Security Period the Security Agent and each Secured Party may:-

- 21.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 15.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same; and
- 21.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Liabilities.

21.6 **New accounts**

If the Security Agent or any other Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Secured Assets or if a petition is presented or a resolution passed in relation to the winding up of the Chargor, the Security Agent and the relevant Secured Party or Secured Parties may close the current account or accounts and/or open a new account or accounts for the

Chargor. If the Security Agent or any other Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Chargor to the Security Agent or that Secured Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

21.7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Secured Parties that the Secured Parties shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

21.8 Deferral of Chargor's rights

During the Security Period and unless the Security Agent otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed:-

- 21.8.1 to receive or claim payment from, or be indemnified by any other person;
- 21.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, the Chargor's obligations under the Finance Documents;
- 21.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 21.8.4 to exercise any right of set-off against any person; and/or
- 21.8.5 to claim or prove as a creditor of any person in competition with any Secured Party.

22. RELEASE

22.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargor:-

- 22.1.1 release the Secured Assets from this Deed; and
- 22.1.2 re-assign the Secured Assets that have been assigned to the Security Agent under this Deed.

22.2 Reinstatement

If the Security Agent (acting reasonably) considers that any amount paid or credited to any Secured Party under any Finance Document (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 22.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

22.2.2 the liability of the Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

22.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

23. MISCELLANEOUS PROVISIONS

23.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

23.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

23.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

23.2 Information

The Security Agent acting reasonably may from time to time seek from any other person having dealings with the Chargor such information about the Chargor and their affairs as the Security Agent may think fit and the Chargor agrees to request any such person to provide any such information to the Security Agent and agrees to provide such further authority in this regard as the Security Agent or any such third party may from time to time require.

23.3 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24. COMMUNICATIONS

24.1 Communications to be in Writing

Any communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

24.2 Deemed Delivery

Any such communication shall be addressed as provided in Clause 24.3 (*Parties' Details*) and, if so addressed, shall be deemed to have been duly given or made as follows:-

24.2.1 if sent by personal delivery, upon delivery at the address of the relevant party; and

24.2.2 if sent by first class post, two Business Days after the date of posting;

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside working hours, such communication shall be deemed to be given or made at the start of the next period of working hours.

24.3 Parties' Details

The relevant details of each party for the purposes of this Deed, subject to Clause 24.4 (*Change of Details*), are:-

Party	Addressee	Address
Chargor	The Directors	Bridge Street Chambers 72 Bridge Street Manchester M3 2RJ
Security Agent	Rosalyn Harper	The Coach House, Fulshaw Hall, Alderley Road, Wilmslow SK9 1RL

24.4 Change of Details

Either party may notify the other party at any time of a change to its details for the purposes of Clause 24.3 provided that such notification shall only be effective on:-

- 24.4.1 the date specified in the notification as the date on which the change is to take place; or
- 24.4.2 if no date is specified or the date specified is less than ten Business Days after the date on which notice is given, the date falling ten Business Days after notice of any such change has been given.

25. INCONSISTENCY

Where there is any conflict between the terms of this Deed and the Facility Agreement, the terms of the Facility Agreement shall prevail as between the Chargor and the Finance Parties.

26. GOVERNING LAW

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

27. ENFORCEMENT

27.1 Jurisdiction of English Courts

- 27.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 27.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.
- 27.1.3 This Clause 27.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

SCHEDULE 1
DETAILS OF LAND
REGISTERED LAND

Title	Title number(s)	Description
Freehold	TY231132	Units 1-4 and 7-22 Whitworth Road, Washington NE37 1PP
Leasehold	TY429867	

SCHEDULE 2

DETAILS OF SHARES

Name of Company in which shares are held	Shares	No. of Shares	Nominal Value	Registered Holder
Newberry Capital Limited	Ordinary Shares	100	£1.00	Hurstwood Properties (R) Limited

SCHEDULE 3
DETAILS OF ASSIGNED INSURANCES

INSURER	POLICY NUMBER
Axa Insurance UK Plc	BN PPP 6788543

SCHEDULE 4
DETAILS OF ASSIGNED ACCOUNTS

Schedule left deliberately blank.

SCHEDULE 5

DETAILS OF ASSIGNED CONTRACTS

Schedule left deliberately blank

SCHEDULE 6

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

[To be printed on the headed notepaper of the Chargor]

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT INSURANCE POLICY INCLUDING POLICY NUMBER] (THE "POLICIES") [refer to an attached schedule if there are a number of policies]

1. We give you notice that we have entered into a security agreement dated [] in favour of N M Rothschild & Sons Limited as security agent (the "**Security Agent**") (the "**Security Agreement**").
2. We give you notice that, pursuant to the terms of the Security Agreement, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title, interest and benefits in to or in respect of the Policies including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 name the Security Agent (in its capacity as Security Agent) as loss payee for amounts in excess of £50,000 in respect of each of the Policies;
 - 3.2 promptly inform the Security Agent, without further approval from us, of any default in the payment of any premium or failure to renew any Policy;
 - 3.3 advise the Security Agent promptly of any proposed cancellation of any Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under any Policy is to be reduced or any insured risks are to be restricted, advise the Security Agent at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Security Agent, without further approval from us, such information regarding the Policies as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policies.
4. Following the Security Agent's notification to you that the security created by the Security Agreement has become enforceable:-
 - 4.1.1 all payments and claims under or arising from the Policies are to be made to the Security Agent to such account (or to its order) as it may specify in writing from time to time;
 - 4.1.2 all remedies provided for in the Policies or available at law or in equity are to be exercisable by the Security Agent; and
 - 4.1.3 all rights to compel the performance of the Policies are to be exercisable by the Security Agent.

5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policies (including all rights to compel performance) belong to and are exercisable by the Security Agent.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
7. By countersigning this letter, you confirm that:-
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of any Policy shall be effective unless you have given the Security Agent 30 days written notice of it or, if it is not possible to comply with such notification to the Security Agent in accordance with the provisions of the relevant Policy, the notice will be provided to the Security Agent in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with any Policy.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at The Coach House, Fulshaw Hall, Alderley Road, Wilmslow SK9 1RL marked for the attention of Rosalyn Harper.

Yours faithfully,

for and on behalf of
[CHARGOR] LIMITED

Acknowledged:

.....

For and on behalf of

[Name of insurer]

SCHEDULE 7

FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT

To be printed on the headed notepaper of the Chargor

To: [Insert name and address of relevant contract counterparty]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT ASSIGNED CONTRACT] (THE "CONTRACT")

1. We give you notice that we have entered into a security agreement dated [] in favour of N M Rothschild & Sons Limited as security agent (the "**Security Agent**") (the "**Security Agreement** ").
2. We give you notice that, pursuant to the terms of the Security Agreement, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Security Agent by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Contract and all rights, title and interest in any amounts payable to us under the Contract, including any claims for damages in respect of any breach of the Contract.
3. Following the Security Agent's notification to you that the security created by the Security Agreement has become enforceable:-
 - 3.1 [all payments to be made to us under or arising from the Contract should be made [to the Security Agent or to its order as it may specify in writing from time to time] [*specify bank account*];
 - 3.2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Security Agent;
 - 3.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the Contract in accordance with the written instructions of the Security Agent from time to time (and to hold the money for any such payments to the Security Agent's order pending receipt of written instructions from the Security Agent); and
 - 3.4 subject to paragraph 5 below, you shall allow the Security Agent to perform all the obligations assumed by us under the Contract.
4. You shall not be released from your obligations under the Contract without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed).
5. We shall remain liable to perform all our obligations under the Contract and the Security Agent shall be under no obligation of any kind whatsoever in respect of the Contract.
6. You must not, without the Security Agent's prior written consent (such consent not to be unreasonably withheld or delayed):
 - 6.1 amend, novate, supplement, restate or replace the Contract;
 - 6.2 agree to any waiver or release of any of your obligations under the Contract; or

- 6.3 exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
7. With effect from the date of receipt of this notice, we irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
- 7.1 promptly disclose to the Security Agent such information relating to the Contract as the Security Agent may at any time request including, without limitation, all information, accounts and records in your possession or control that may be necessary or of assistance to enable the Lender to verify the amount of all payments made or payable under the Contract by you or the performance by you of all your obligations under the Contract; and
- 7.2 provide the Security Agent with copies of all notices given or received under the Contract promptly after they are given or received.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Agent.
9. By countersigning this letter, you confirm that:-
- 9.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
- 9.2 no amendment, waiver or release of any of rights, interests and benefits referred to in this notice shall be effective without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed);
- 9.3 no termination of any rights, interests or benefits referred to in this notice shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
- 9.4 no breach or default on the part of Hurstwood Properties (R) Limited of any of the terms of the Contract shall be deemed to have occurred unless you have given notice of such breach to the Security Agent specifying how to make good such breach; and
- 9.5 you will not, without the Security Agent's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
10. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Agent at The Coach House, Fulshaw Hall, Alderley Road, Wilmslow SK9 1RL marked for the attention of Rosalyn Harper.

Yours faithfully,

for and on behalf of
[CHARGOR] LIMITED

Acknowledged:

.....

For and on behalf of

[Name of counterparty]

SCHEDULE 8

FORM OF NOTICE OF ASSIGNMENT OF LEASE DOCUMENT

To: [Tenant]

Date: [Date]

Dear Sirs,

The lease between [CHARGOR] and [TENANT] Limited dated [DATE] relating to [PROPERTY] (the "Lease")

We refer to the Lease.

We hereby give you notice that we have assigned all our rights, title and interest in and to the Lease and all rents and other sums payable under the Lease to N M Rothschild & Sons Limited as security agent (the "**Security Agent**") pursuant to a security agreement dated **[DATE]** between ourselves and the Security Agent.

You should continue to pay your rent to the account we have previously notified to you for the payment of your rent unless the Security Agent notifies you of alternative account details (such alternative account details may be attached to this notice or sent to you separately).

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at The Coach House, Fulshaw Hall, Alderley Road, Wilmslow, Cheshire SK9 1RL marked for the attention of Rosalyn Harper.

Yours faithfully

.....
Director for and on behalf of
[CHARGOR] LIMITED

Acknowledgment

To: N M Rothschild & Sons Limited
(as Security Agent)
The Coach House
Fulshaw Hall
Alderley Road
Wilmslow
Cheshire SK9 1RL

FAO: Rosalyn Harper

Dear Sirs

The lease between [CHARGOR] and [TENANT] Limited dated [DATE] relating to [PROPERTY] (the "Lease")

We hereby acknowledge and accept the notice of assignment a copy of which is attached.

.....
Director for and on behalf of
[Tenant] Limited

Date:

EXECUTION PAGES

The Chargor

EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
HURSTWOOD PROPERTIES (R))
LIMITED

acting by:-

Director



Witness Signature:



Witness Name: NASIMA KHATUN

Witness Occupation: Trade Solicitor

Witness Address:

Gateley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 9310187

The Security Agent

Signed as a Deed for and on behalf of
N M ROTHSCHILD & SONS LIMITED

.....
as attorney for
N M Rothschild & Sons Limited under a power of
attorney dated 9 August 2018

.....
as attorney for
N M Rothschild & Sons Limited under a power of
attorney dated 9 August 2018

EXECUTION PAGES

The Chargor

EXECUTED (but not delivered until)
the date hereof) **AS A DEED** by)
HURSTWOOD PROPERTIES (R))
LIMITED

acting by:-

Director

Witness Signature:


Witness Name:

Witness Occupation:

Witness Address:

The Security Agent

Signed as a Deed for and on behalf of
N M ROTHSCHILD & SONS LIMITED


.....
ROSALYN HARPER as attorney for
N M Rothschild & Sons Limited under a power of
attorney dated 9 August 2018


.....
SIMON OSMOND as attorney for
N M Rothschild & Sons Limited under a power of
attorney dated 9 August 2018