

MR01

Particulars of a charge

053773/13

Oyez

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

You can use the WebFiling service to file this form online
Please go to www.compact.gov.uk

☒ 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 the
instrument Use form MR01

FRIDAY



A07 *A3Z8E5YB* 16/01/2015 #173
COMPANIES HOUSE

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 09123430

Company name in full PRIME TERRITORY LIMITED

2 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 31/12/2014

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 TEDEL HOLDINGS B V.

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

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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

The property known as Locksley Cottage, North Street, Burnham Market, Norfolk DE31 8HG registered at HM Land Registry with title number NK433084.

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 JONES DAY 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
Blaise Marin-Curtoud

Company name
Jones Day

Address
21 Tudor Street

London

Post town

County/Region

Postcode
E C 4 Y 0 D J

Country

DX
DX 67 - London/Chancery

Telephone
020 7039 5959



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: 9123430

Charge code: 0912 3430 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2014 and created by PRIME TERRITORY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2015

Given at Companies House, Cardiff on 21st January 2015

PC



Companies House



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

DATED 31 DECEMBER 2014

(1) **PRIME TERRITORY LIMITED**
as the Borrower

(2) **TEDEL HOLDINGS B.V.**
as the Beneficiary

SECURITY AGREEMENT



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

.....Jones Day.....15.10.15.....
JONES DAY
21 TUDOR STREET
LONDON EC4Y 0DJ

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION	1
2	PAYMENT OF SECURED OBLIGATIONS	3
3	FIXED CHARGES	3
4	PERFECTION OF SECURITY	3
5	FURTHER ASSURANCE	4
6	NEGATIVE PLEDGE AND DISPOSALS	5
7	REAL PROPERTY	5
8	GENERAL UNDERTAKINGS	6
9	REPRESENTATIONS	6
10	ENFORCEMENT OF SECURITY	8
11	EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925	8
12	APPOINTMENT OF RECEIVER OR ADMINISTRATOR	9
13	POWERS OF RECEIVER	9
14	APPLICATION OF MONIES	10
15	PROTECTION OF PURCHASERS	10
16	POWER OF ATTORNEY	10
17	EFFECTIVENESS OF SECURITY	11
18	RELEASE OF SECURITY	13
19	SET-OFF	13
20	SUBSEQUENT AND PRIOR SECURITY INTERESTS	14
21	ASSIGNMENT	14
22	NOTICES	14
23	EXPENSES, STAMP TAXES AND INDEMNITY	15
24	PAYMENTS FREE OF DEDUCTION	16
25	DISCRETION AND DELEGATION	16
26	PERPETUITY PERIOD	16
27	GOVERNING LAW	16
28	JURISDICTION	16
	SCHEDULE 1 Details of Real Property	18

DATED 31 DECEMBER 2014

PARTIES

- (1) **PRIME TERRITORY LIMITED**, a company incorporated in England and Wales with registered number 09123430 and whose registered office is at 320 Garratt Lane, Earlsfield, London SW18 4EJ (the "**Borrower**"),
- (2) **TEDEL HOLDINGS B.V** a company incorporated under the laws of the Netherlands where registered office is at Luna ArenA Herikerbergweg 238, 1101 CM Amsterdam, The Netherlands (the "**Beneficiary**")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security Agreement

"Charged Property" means all the assets and undertaking of the Borrower (or either of them) which from time to time are the subject of the security created or expressed to be created in favour of the Beneficiary by or pursuant to this Security Agreement

"Collateral Rights" means all rights, powers and remedies of the Beneficiary provided by or pursuant to this Security Agreement or by law

"Enforcement Event" means the occurrence of an Event of Default (as defined in the Facility Agreement)

"Facility Agreement" means an agreement dated *** 2014 between the Borrower and the Beneficiary (as amended, novated or restated from time to time)

"Finance Document" has the same meaning as in the Facility

"Insurance Policy" means any policy of insurance in respect of or relating to the Real Property

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 1

"Party" means a party to this Security Agreement

"Real Property" means

- (a) the real property specified in Schedule 1, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of real property specified in Schedule 1, and
- (c) any real property acquired by the Borrower after the date hereof, and
- (d) all building, fixtures, fixed plant or machinery from time to time situated on or forming part of the real property referred to in (c) above,

and includes all Related Rights

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all obligations due, owing or incurred to the Beneficiary by any Obligor under or pursuant to any Finance Document, whether present or future, actual or contingent (and whether incurred by an Obligor alone or jointly, and whether as principal or surety or in some other capacity) together with all interest and other amounts accruing thereon

"Specification" means the document attached at Appendix 3 to the Facility Agreement

12 Construction

(A) In this Security Agreement

- (1) any reference to the **"Beneficiary"**, the **"Borrower"**, an **"Obligor"** or the **"Parties"** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests,
- (2) **"assets"** includes present and future properties, revenues and rights of every description,
- (3) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (4) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law being of a type with which the person to which it applies is accustomed to comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,
- (5) a provision of law is a reference to that provision as amended or re-enacted, and
- (6) a time of day is a reference to London time

(B) Clause and Schedule headings are for ease of reference only

1 3 Third Party Rights

A person who is not a party to this Security Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Security Agreement

1 4 Disposition of Property

The terms of the Finance Documents and of any side letters between the Parties in relation to the Finance Documents are incorporated into each Finance Document to the extent required for any purported disposition of the Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2. PAYMENT OF SECURED OBLIGATIONS

2 1 Covenant to Pay

The Borrower covenants with the Beneficiary that it shall on demand of the Beneficiary discharge the Secured Obligations when they fall due for payment

2 2 Interest on Demands

If the Borrower fails to pay any sum on the due date for payment of that sum the Borrower shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate referred to in clause 2 2 of the Debenture of even date herewith between the Borrower and the Beneficiary

3. FIXED CHARGES

3 1 Fixed Charges

The Borrower charges with full title guarantee in favour of the Beneficiary for the payment and discharge of the Secured Obligations, all its right, title and interest from time to time (both present and future) in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

(A) by way of first legal mortgage, the Real Property,

(B) by way of first fixed charge, if not effectively mortgaged under sub-Clause (A) above, the Real Property

3 2 Assignments

The Borrower assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) with full title guarantee to the Beneficiary as security for the payment and discharge of the Secured Obligations all the its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights (subject to obtaining any necessary consent to that assignment from any third party)

4. PERFECTION OF SECURITY

4 1 Notices of Assignment

The Borrower shall

- (A) deliver to the Beneficiary, Notices of Assignment duly executed by, or on behalf of, the Borrower on the date of this Security Agreement, and
- (B) shall use all reasonable endeavours to procure that each notice is acknowledged by the relevant counterparty (such acknowledgement to be in substantially the form set out in Schedule 1)

4.2 Real Property Delivery of Documents of Title

- (A) Subject to paragraph (B), the Borrower shall, upon the execution of this Security Agreement, deliver (or procure delivery) to the Beneficiary of, and the Beneficiary shall be entitled to hold and retain, all deeds, certificates and other documents constituting or evidencing title relating to the Real Property
- (B) The Beneficiary acknowledges that, for so long as any Existing Security Agreement is in effect, the Existing Charge Holder shall be entitled to hold and retain all deeds, certificates and other documents constituting or evidencing title relating to the Real Property

4.3 Application to the Land Registry

The Borrower consents to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property 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 2014 in favour of Tedel Holdings B V referred to in the charges register or their conveyancer "

5. FURTHER ASSURANCE

5.1 Further Assurance: General

- (A) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 5.1(B) below
- (B) The Borrower shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Beneficiary may reasonably specify (and in such form as the Beneficiary may reasonably require in favour of the Beneficiary or its nominee(s))
 - (1) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Borrower of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights, and/or
 - (2) following the occurrence of an Enforcement Event which is outstanding, to facilitate the realisation of the Charged Property (or any part thereof)

5 2 Necessary Action

The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Beneficiary by or pursuant to this Security Agreement

5 3 Implied Covenants for Title

The obligations of the Borrower under this Security Agreement shall be in addition to the covenants for title deemed to be included in this Security Agreement by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

6. NEGATIVE PLEDGE AND DISPOSALS

6 1 Negative Pledge

The Borrower undertakes that it shall not, at any time during the subsistence of this Security Agreement, create or permit to subsist any security over all or any part of the Charged Property other than pursuant to this Security Agreement or the Existing Security Agreements

6 2 No Disposal of Interests

The Borrower undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Security Agreement, except as permitted by the Facility Agreement

- (A) dispose of (or execute any conveyance, transfer, lease or assignment of, or other right to use or occupy) all or any part of the Charged Property,
- (B) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property, and/or
- (C) (1) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (2) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, materially adversely affect the value of any of the Charged Property or the ability of the Beneficiary to exercise any of the Collateral Rights

7. REAL PROPERTY

7 1 Property Notification

The Borrower shall immediately notify the Beneficiary of any contract, conveyance, transfer or other disposition for the acquisition by it (or its nominee(s)) of any Real Property

7 2 Lease Covenants

The Borrower shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject

- (A) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessee) on the lessee or, (if the lessor) on the lessor, and

- (B) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term

7.3 General Property Undertakings

The Borrower shall ensure that the development contemplated in the Facility Agreement is promptly commenced and is diligently carried out and is completed

- (A) in accordance with the Specification,
- (B) in a good and workmanlike manner, using materials of good quality which are fit for their respective purposes, and
- (C) in accordance with applicable law

7.4 Entitlement to Remedy

If the Borrower fails to comply with any of the undertakings contained in this Clause 7, the Beneficiary shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may in the opinion of the Beneficiary be required to remedy such failure and all monies spent by the Beneficiary in doing so shall be reimbursed by the Borrower on demand with interest from the date of payment by the Beneficiary until reimbursed in accordance with Clause 2.2 (*Interest on Demands*)

8. GENERAL UNDERTAKINGS

The Borrower shall from time to time on request of the Beneficiary, furnish the Beneficiary with such information as the Beneficiary may reasonably require about the Charged Property and its compliance with the terms of this Security Agreement and the Borrower shall permit the Beneficiary, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to view the Charged Property (without becoming liable as mortgagee in possession)

9 REPRESENTATIONS

9.1 The Borrower makes the following representations and warranties to the Beneficiary for its own benefit and as security trustee for the benefit of the Secured Parties and acknowledges that the Beneficiary have relied upon those representations and covenants

- (A) the Borrower is a validly existing limited liability company duly formed and registered under the Companies Act 2006,
- (B) the obligations expressed to be assumed by it in this Security Agreement are, subject to any general principles of law and/or equity limiting its obligations, legal, valid, binding and enforceable obligations,
- (C) the entry into and performance by it of, and the transactions contemplated by, this Security Agreement do not and will not conflict with
 - (1) any law or regulation applicable to it,
 - (2) its constitutional documents, or

- (3) any agreement or instrument binding upon it or any of its assets to the extent that any such conflict would be materially prejudicial to the rights or interest of the Beneficiary,
- (D) 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 Security Agreement and the transactions contemplated by this Security Agreement,
- (E) all authorisations required
 - (1) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Security Agreement, and
 - (2) to make this Security Agreement admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect (including, without limitation, any consent that may be required under or in connection with any of the Existing Security Agreements),

it is the absolute and sole legal beneficial owner of all the Charged Property, free from any security (other than any security created pursuant to this Security Agreement),

- (F) it has, and will at all times during the subsistence of this Security Agreement have, the necessary power and existence to enable it to enter into and perform the obligations expressed to be assumed by it under this Security Agreement,
- (G) it has obtained all consents necessary to ensure that no other party to any agreement or arrangement entered into by it becomes entitled to terminate such agreement or arrangement as a consequence of it entering into this Security Agreement,
- (H) it has good title to, or valid leases of, or other appropriate licence, authorisation or consent to use, its assets necessary to carry on its business as presently conducted, and
- (I) all actions, conditions and things required to be taken, fulfilled and done in order (1) to enable it to create the security constituted (or intended to be constituted), by or pursuant to the Security Agreement and to ensure that (subject to all necessary registrations of the Security Agreement being made) such security is legal, valid, binding and enforceable and has (and will have) the ranking in priority which it is expressed to have and (2) to make this Security Agreement admissible in evidence in the courts of England and each other jurisdiction in which any part of the Charged Property is located, have been done, taken, fulfilled and performed

9.2 The representations made by the Borrower in Clause 9.1 are made by the Borrower on the date of this Security Agreement and deemed to be made by the Borrower by reference to the facts and circumstances then existing on each day after the date of this Security Agreement

10 ENFORCEMENT OF SECURITY

10.1 Enforcement

Upon or at any time after the occurrence of an Enforcement Event which is continuing or if the Borrower requests the Beneficiary to exercise any of its powers under this Security Agreement, the security created by or pursuant to this Security Agreement is immediately enforceable and the Beneficiary may, without notice to the Borrower or prior authorisation from any court, in its absolute discretion

- (A) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property, and
- (B) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Security Agreement) on mortgagees and by this Security Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers

10.2 No Liability as Mortgagee in Possession

Neither the Beneficiary nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable

10.3 Effect of Moratorium

The Beneficiary shall not be entitled to exercise its rights under Clause 10.1 (*Enforcement*) where the right arises as a result of an Enforcement Event occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

11. EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

11.1 Extension of Powers

The power of sale or other disposal conferred on the Beneficiary and on any Receiver by this Security Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Security Agreement

11.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Agreement or to the exercise by the Beneficiary of its right to consolidate all or any of the security created by or pursuant to this Security Agreement with any other security in existence at any time or to its power of sale, which powers may be exercised by the Beneficiary without notice to the Borrower on or at any time after the occurrence of an Enforcement Event which is outstanding

11 3 **Power of Leasing**

The statutory powers of leasing may be exercised by the Beneficiary at any time on or after the occurrence of an Enforcement Event which is outstanding and the Beneficiary and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925

12. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

12 1 **Appointment and Removal**

After the occurrence of an Enforcement Event which is outstanding or if requested to do so by the Borrower, the Beneficiary may by deed or otherwise (acting through an authorised officer of the Beneficiary), without prior notice to the Borrower

- (A) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property,
- (B) appoint two or more Receivers of separate parts of the Charged Property,
- (C) remove (so far as it is lawfully able) any Receiver so appointed,
- (D) appoint another person(s) as an additional or replacement Receiver(s), or
- (E) appoint one or more persons to be an administrator of the Borrower (or either of them)

12 2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 12 1 (*Appointment and Removal*) shall be

- (A) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (B) for all purposes deemed to be the agent of the Borrower which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Beneficiary, and
- (C) entitled to remuneration for his services at a rate to be fixed by the Beneficiary from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

12 3 **Statutory Powers of Appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Beneficiary under the Law of Property Act 1925 (as extended by this Security Agreement) or otherwise and such powers shall remain exercisable from time to time by the Beneficiary in respect of any part of the Charged Property

13. **POWERS OF RECEIVER**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Borrower (or either of them)) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Borrower

which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Security Agreement (in the name of or on behalf of the Borrower (or either of them) or in his own name and, in each case, at the cost of the Borrower)

- (A) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (B) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (C) all the powers and rights of an absolute owner and power to do or omit to do anything which the Borrower itself could do or omit to do, and
- (D) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Borrower) which seem to the Receiver to be incidental or conducive to (1) any of the functions, powers, authorities or discretions conferred on or vested in him or (2) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (3) bringing to his hands any assets of the Borrower (or either of them) forming part of, or which when got in would be, Charged Property

14. APPLICATION OF MONIES

All monies received or recovered by the Beneficiary or any Receiver pursuant to this Security Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Beneficiary (notwithstanding any purported appropriation by the Borrower) in or towards discharging the Secured Obligations

15. PROTECTION OF PURCHASERS

15 1 Consideration

The receipt of the Beneficiary or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Beneficiary or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

15 2 Protection of Purchasers

No purchaser or other person dealing with the Beneficiary or any Receiver shall be bound to inquire whether the right of the Beneficiary or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Beneficiary or such Receiver in such dealings

16. POWER OF ATTORNEY

16 1 Appointment and Powers

The Borrower by way of security irrevocably appoints the Beneficiary and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute,

deliver and perfect all documents and do all things which the attorney may consider to be required for

- (A) carrying out any obligation imposed on the Borrower by this Security Agreement or any other agreement binding on the Borrower to which the Beneficiary is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) to the extent that the Borrower has failed to do so, and
- (B) enabling the Beneficiary and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Agreement or by law (including, after the occurrence of an Enforcement Event, the exercise of any right of a legal or beneficial owner of the Charged Property)

16.2 Ratification

The Borrower shall ratify and confirm all things done and all documents executed by any attorney appointed under Clause 16.1 (*Appointment and Powers*) in the exercise or purported exercise of all or any of his powers

17. EFFECTIVENESS OF SECURITY

17.1 Continuing security

- (A) The security created by or pursuant to this Security Agreement shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Beneficiary
- (B) No part of the security from time to time intended to be constituted by the Security Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

17.2 Cumulative Rights

The security created by or pursuant to this Security Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Beneficiary may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Beneficiary (whether in its capacity as security trustee or otherwise) over the whole or any part of the Charged Property shall merge into the security constituted by this Security Agreement

17.3 No Prejudice

The security created by or pursuant to this Security Agreement and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Borrower or any other person, or the Beneficiary (whether in its capacity as security trustee or otherwise) or by any variation of the terms of the trust upon which the Beneficiary holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right

17.4 Remedies and Waivers

No failure on the part of the Beneficiary to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or

partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right

17.5 No Liability

None of the Beneficiary, its nominee(s) or any Receiver shall be liable to any person by reason of (1) taking any action permitted by this Security Agreement or (2) any neglect or default in connection with the Charged Property or (3) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part

17.6 Partial Invalidity

If, at any time, any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Security Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security

17.7 Waiver of defences

The obligations of the Borrower under this Security Agreement will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Security Agreement (without limitation and whether or not known to it or the Beneficiary) including

- (A) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (B) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor,
- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other 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,
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person,
- (E) any amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Obligations,
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations, or
- (G) any insolvency or similar proceedings

17 8 **Immediate recourse**

The Borrower waives any right it may have of first requiring the Beneficiary (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Borrower under this Security Agreement. This waiver applies irrespective of any law or any provision of this Security Agreement to the contrary.

17 9 **Deferral of Rights**

Until such time as the Secured Obligations have been discharged in full, the Borrower will not exercise any rights which it may have by reason of performance by it of its obligations under this Security Agreement.

(A) to be indemnified by the Borrower,

(B) to claim any contribution from any guarantor of the Borrower's obligations under this Security Agreement, and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Security Agreement by the Beneficiary.

18. RELEASE OF SECURITY

18 1 **Redemption of security**

Subject to Clause 18 3 (*Discharge Conditional*), below, upon the Secured Obligations being discharged in full and the Borrower having any further actual or contingent obligations or liabilities under any Finance Document, the Beneficiary shall, at the request and cost of the Borrower, release and cancel the security constituted by this Security Agreement and procure the reassignment to the Borrower of the property and assets assigned to the Beneficiary pursuant to this Security Agreement, in each case subject to Clause 18 2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Beneficiary or any of its nominees.

18 2 **Avoidance of Payments**

If the Beneficiary reasonably considers that any amount paid or credited to the Beneficiary will be avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Borrower under this Security Agreement and the security constituted by this Security Agreement shall continue and such amount shall not be considered to have been irrevocably paid.

18 3 **Discharge Conditional**

Any settlement or discharge (other than a settlement or discharge which is expressed to be irrevocable) between the Borrower and the Beneficiary shall be conditional upon no security or payment to the Beneficiary by the Borrower or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Beneficiary under this Security Agreement) the Beneficiary shall be entitled to recover from the Borrower (or either of them) the value which the Beneficiary has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

19 SET-OFF

The Borrower authorises the Beneficiary (but the Beneficiary shall not be obliged to exercise such right), after the occurrence of an Enforcement Event which is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Beneficiary to the Borrower and apply any credit balance to which the Borrower is entitled on any account with the Beneficiary in accordance with Clause 14 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

20. SUBSEQUENT AND PRIOR SECURITY INTERESTS

20.1 Subsequent security Interests

If the Beneficiary (acting in its capacity as security trustee or otherwise) at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Security Agreement or the Facility Agreement, all payments thereafter by or on behalf of the Borrower to the Beneficiary (whether in its capacity as security trustee or otherwise) shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Obligations as at the time when the Beneficiary received such notice

20.2 Prior security Interests

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security or upon the exercise by the Beneficiary or any Receiver of any power of sale under this Security Agreement the Beneficiary may redeem that prior security or procure the transfer of it to itself. The Beneficiary may settle and agree the accounts of the prior security and any accounts so settled and agreed will be conclusive and binding on the Borrower. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Borrower (or either of them) to the Beneficiary on demand

21. ASSIGNMENT

- (A) The Beneficiary may, at any time, assign and/or transfer all or any of its rights and/or obligations under this Security Agreement to any person. The Beneficiary shall be entitled to disclose such information concerning the Borrower and this Security Agreement as the Beneficiary considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law
- (B) The Borrower may assign and/or transfer all or any of its rights and/or obligations under this Security Agreement to any person

22. NOTICES

22.1 Communications in Writing

Each communication to be made under or in connection with this Security Agreement shall be made in writing and, unless otherwise stated, shall be made by fax or letter

22 2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Security Agreement is

- (A) in the case of the Borrower, that identified with its name below,
- (B) in the case of the Beneficiary, that identified with its name below,

or any substitute address, fax number, or department or officer as the Party may notify to the other Parties by not less than seven days' notice

22 3 **Delivery**

Any communication or document made or delivered by one person to another under or in connection with this Security Agreement will only be effective when delivered and, if a particular department or officer is specified as part of its address details provided under Clause 22 2 (*Addresses*) of this Security Agreement if addressed to that department or officer

22 4 **English language**

- (A) Any notice given under or in connection with this Security Agreement must be in English
- (B) All other documents provided under or in connection with this Security Agreement must be
 - (1) in English, or
 - (2) if not in English, and if so required by the Beneficiary or Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

23. **EXPENSES, STAMP TAXES AND INDEMNITY**

23 1 **Expenses**

The Borrower shall, from time to time on demand of the Beneficiary, reimburse the Beneficiary for all the costs and expenses (including legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with

- (A) the negotiation, preparation and execution of this Security Agreement and the completion of the transactions and perfection of the security contemplated in this Security Agreement, and
- (B) the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Security Agreement or any proceedings instituted by or against the Beneficiary as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed at the rate and on the basis as mentioned in Clause 2 2 (*Interest on Demands*)

23 2 **Stamp Taxes**

The Borrower shall pay all stamp, registration and other taxes to which this Security Agreement, the security contemplated in this Security Agreement or any judgment given in connection with it is or at any time may be subject

23 3 Indemnity

The Borrower shall, notwithstanding any release or discharge of all or any part of the security, indemnify the Beneficiary, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Borrower of the provisions of this Security Agreement, the exercise or purported exercise of any of the rights and powers conferred on them by this Security Agreement or otherwise relating to the Charged Property

24. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Beneficiary under this Security Agreement shall be made free and clear of and without deduction for or on account of tax unless the Borrower is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Borrower in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made

25. DISCRETION AND DELEGATION

25 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Security Agreement by the Beneficiary or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

25 2 Delegation

Each of the Beneficiary and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Security Agreement (including the power of attorney) to any person to whom it would be reasonable to make such delegation on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Beneficiary or the Receiver itself

26 PERPETUITY PERIOD

The perpetuity period under the rule against perpetuities, if applicable to this Security Agreement, shall be the period of one hundred and twenty (120) years from the date of the Facility Agreement

27. GOVERNING LAW

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

28. JURISDICTION

28 1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or connected with this Security Agreement (including a dispute regarding the existence, validity or termination of this Security Agreement or the consequences of its nullity and any non-contractual obligations arising out of or in connection with this Security Agreement)

28 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

28 3 Exclusive Jurisdiction

This Clause 28 (*Jurisdiction*) is for the benefit of the Beneficiary only. As a result and notwithstanding Clause 28 1 (*English Courts*), it does not prevent the Beneficiary from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Beneficiary may take concurrent proceedings in any number of jurisdictions.

THIS SECURITY AGREEMENT has been executed as a deed by the Beneficiary and the Borrower and is delivered by it on the date specified above

SCHEDULE 1

Details of Real Property

The land known as Locksley Cottage, North Street, Burnham Market, Norfolk PE31 8HG registered at HM Land Registry with title number NK433084

SIGNATURES

The Borrower

Executed as a deed by
PRIME TERRITORY LIMITED
acting by
a director in the presence of

)
)
)
)


Director

Witness Name

Witness Address

Witness Occupation

GARY HALL
RAYNHAM PARK STATION
HELTHAMPTON
NR FAKENHAM.
CARPENTER.

The Lender

TEDEL HOLDING B.V.

Executed as a deed on behalf of
TEDEL HOLDINGS B.V.
a company incorporated in The Netherlands by
being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company

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Authorised signatory