



Registration of a Charge

Company name: **35MHS MANAGEMENT COMPANY LIMITED**

Company number: **09387751**



X5DHB377

Received for Electronic Filing: **16/08/2016**

Details of Charge

Date of creation: **03/08/2016**

Charge code: **0938 7751 0001**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **ANY PROPERTY HELD BY THE COMPANY. THE COMPANY'S INTEREST IN ANY FREEHOLD OR LEASEHOLD PROPERTY AND ANY OTHER INTEREST IN LAND OR BUILDINGS ACQUIRED AFTER THE DATE OF THE INSTRUMENT. PLEASE SEE THE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

REENA BANGA



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9387751

Charge code: 0938 7751 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2016 and created by 35MHS MANAGEMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2016 .

Given at Companies House, Cardiff on 17th August 2016

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 3rd August 2016

35MHS MANAGEMENT COMPANY LIMITED
as Chargor

BARCLAYS BANK PLC
as Security Trustee

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

Berwin Leighton Paisner LLP
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

DEBENTURE



Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

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DATED 3rd August 2016

PARTIES

- (1) **35MHS MANAGEMENT COMPANY LIMITED** (registered at Companies House with company number 09387751) whose registered office is at The Observatory, Castlefield Road, Reigate, Surrey, RH2 0SG (the "**Chargor**")
- (2) **BARCLAYS BANK PLC** as security trustee for the Finance Parties (the "**Security Trustee**")

BACKGROUND

- (A) The Finance Parties have agreed to advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed.
- (B) The Chargor has agreed to charge certain of its assets as security to the Security Trustee as set out in this Deed to secure the payment and discharge of the Liabilities.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Accounts**" has the meaning given to it in the Facility Agreement.

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

"**Borrower**" means Royalton 35MHS Limited (registered in England and Wales with company number 9054188), whose registered office is at The Observatory, Castlefield Road, Reigate, Surrey RH2 0SG.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Charged Property**" means any freehold or leasehold property from time to time charged pursuant to this Deed.

"**Disposal Proceeds**" means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Chargor's interest in all or any part of the Property.

"**Facility Agreement**" means a facility agreement dated 30 September 2014, as amended and restated on 18 November 2014 and as further amended and restated on or around the date of this Deed and made between amongst others the Security Trustee (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"**Finance Document**" shall have the meaning ascribed to it by the Facility Agreement.

"Finance Party" shall have the meaning ascribed to it by the Facility Agreement.

"Insurance Policy" means any policy of insurance in which the Chargor may at any time have an interest.

"Investments" means the existing or future interest of the Chargor in:

- (a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity; and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment.

"Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower and the Chargor to any Finance Party under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

"Material Adverse Effect" means in the opinion of the Agent a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) of prospects of the Borrower or the Chargor; or
- (b) the ability of the Borrower or the Chargor to perform their obligations under the Transaction Documents to which they are a party;
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purported to be granted pursuant to any of the Transaction Documents to which the Borrower or the Chargor are a party to;
- (d) the rights or remedies of any Finance Party under the Transaction Documents to which it is a party.

"Obligor" means the Borrower and the Chargor.

"Occupational Lease" means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

"Party" means a party to this Deed.

"Property" means any property held by the Chargor including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and

- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.

"Receiver" means any one or more receiver, administrator or receiver and manager or administrative receiver appointed by the Security Trustee under this Deed (whether sole, joint and/or several and including any substitute).

"Regulations" means the Financial Collateral Arrangements (No. 2) 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 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) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Relevant Contracts" means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Charged Asset;
- (b) any managing agent's agreement; and
- (c) all other agreements, in which the Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them.

"Rent" means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, including, without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;
- (e) any service charge payments;
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to the Property and for expenses incurred in relation to any such breach;

- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;
- (h) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which the Chargor derives its interest in the Property;
- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (j) interest, damages or compensation in respect of any of the items in this definition; and
- (k) any amount which represents VAT chargeable in respect of any such sum.

"Repeating Representations" means Clause 6.1 (*Status*) to Clause 6.5 (*Validity and admissibility in evidence*), Clause 6.8 (*No Default*), Clause 6.9.1, Clause 6.9.2, Clause 6.11 (*Centre of main interests and establishments*) to Clause 6.15 (*No employees*) and Clause 6.17 (*Sanctions*).

"VAT" means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.
- 1.2.2 The construction provisions set out at clause 1.2 (Construction) of the Facility Agreement shall apply equally to this Deed.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- 1.2.4 Clauses 24 (Accounts) and 32 (Set-off) of the Facility Agreement are incorporated in this Deed in each case as if set out in full and with necessary changes.

1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the parties to this Deed are incorporated into each Finance Document to the extent required for the purported disposition of the 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 COVENANT FOR PAYMENT

2.1 Covenant to pay

The Chargor covenants with the Security Trustee that it will:

- (a) on demand, pay and discharge each and all of the Liabilities when due; and
- (b) indemnify and keep each Finance Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of the Chargor to that Finance Party.

2.2 **Survival of obligations**

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

3 **SECURITY**

3.1 **General**

All the security created under this Deed is created in favour of the Security Trustee as continuing security for the payment and discharge of the Liabilities with full title guarantee.

3.2 **Mortgage**

The Chargor charges by way of legal mortgage:

- (a) the Property owned by it (if any); and
- (b) any other freehold or leasehold property and any other interest in land or buildings and all rights relating thereto now vested in the Chargor.

3.3 **Fixed charge**

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in any freehold or leasehold property and any other interest in land or buildings and all rights relating thereto acquired after the date of this Deed;
- (b) its interest (if any) in the Relevant Contracts;
- (c) its interest (if any) in all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them;
- (d) all easements, licences and other rights present and future relating to the Charged Property in which it has an interest;
- (e) the Accounts and any other accounts of the Chargor present and future to the extent in either case that they are maintained with the Security Trustee or any other Finance Party and the debts represented by them;
- (f) the Investments;
- (g) if applicable its uncalled capital;
- (h) its goodwill; and

- (i) all Related Rights in respect of the above.

3.4 Assignment

The Chargor assigns absolutely subject to the provisions of Clause 13 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) all Rent present and future;
- (b) the Disposal Proceeds;
- (c) all book debts and other debts present and future payable to the Chargor;
- (d) the Accounts and any other accounts of the Chargor present and future not charged by Clause 3.3 (*Fixed charge*) and the debts represented by them;
- (e) all monies payable to it under any Insurance Policies;
- (f) the benefit of the copyright and similar rights vested in it, present and future, in connection with any Charged Property;
- (g) all causes of action and other rights and remedies in which it has an interest at any time in connection with any Charged Assets;
- (h) all monies payable to it under any Hedging Arrangement present and future;
- (i) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise;
- (j) its interest from time to time in any VAT recoveries; and
- (k) all Related Rights in respect of the above.

3.5 Floating charge

Subject to Clause 3.6 (*Application of charges*), the Chargor charges by way of floating charge all its assets, property and undertaking both present and future.

3.6 Application of charges

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

4 CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by notice

The Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) a Default is continuing; or
- (b) the Security Trustee (acting reasonably) considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process.

4.2 Automatic crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.5 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create without the prior written consent of the Security Trustee any Security Interest (other than a Permitted Security Interest) over any Charged Assets;
- (b) any steps are taken (including the giving of notice, 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 or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

5 PERFECTION OF SECURITY

5.1 Insolvency Act

For the purposes of paragraph 43 of schedule A1 to the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of the Chargor pursuant to section 1A of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by the Chargor or a ground for the appointment of a Receiver.

5.2 Further assurance

The Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Trustee:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Trustee may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

5.3 Notices

- 5.3.1 If the Security Trustee so requests, the Chargor shall serve a notice in respect of any Charged Asset in the form set out in:
- (a) Schedule 2, Part 1 (*Notice of assignment or charge of contract*) in respect of any contracts assigned pursuant to Clause 3.4 (*Assignment*); and
 - (b) Schedule 2, Part 2 (*Notice of account assignment*) in respect of Accounts assigned pursuant to Clause 3.4(d).
- 5.3.2 The Chargor shall use all reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3.1 is addressed completes and returns to the Security Trustee an acknowledgement in the form of Part B of the relevant notice.
- 5.3.3 To the extent that the Security Trustee is the same entity as the Account Bank and the counterparty to any Hedging Arrangements it acknowledges that this Deed constitutes notice to it of the charge over the Accounts under Clause 3.3 (*Fixed charge*) which are held with it and the charge of any Hedging Arrangement under Clause 3.3 (*Fixed charge*) to which it is the counterparty.

5.4 Restriction

- 5.4.1 The Chargor authorises the Security Trustee to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"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 [•] in favour of [•] referred to in the Charges Register (or its conveyancer)."

- 5.4.2 The Chargor authorises the Security Trustee to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estate.

6 REPRESENTATIONS AND WARRANTIES

The Chargor gives the representations and warranties set out in this Clause 6 (*representations and warranties*) to each Finance Party on the date of this Deed.

6.1 Status

- 6.1.1 It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 6.1.2 It has the power to own its assets and carry on its business as it is being conducted.

6.2 Binding Obligations

The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to the Reservations, legal, valid, binding and enforceable obligations.

6.3 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not conflict with:

- (a) any law or regulatory requirement applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

6.4 Power and authority

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, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

6.5 Validity and admissibility in evidence

Subject to the Reservations, all Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under the Finance Documents; and
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

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

6.6 Deduction of Tax

It is not required to make any deduction or withholding for or on account of Tax from any payment it may make under any Finance Document to a Lender which is:

- (a) a Qualifying Lender:
 - (i) falling within paragraph (a)(i) of the definition of Qualifying Lender;
 - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of Qualifying Lender; or
 - (iii) falling within paragraph (b) of the definition of Qualifying Lender or;
- (b) a Treaty Lender and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

6.7 No filings or stamp taxes

- 6.7.1 It is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority or that any stamp, stamp duty land tax, registration or

similar tax be paid on or in relation to those Finance Documents or the transactions contemplated by those Finance Documents except for any:

- (a) registration of particulars of the Security Documents at the Companies Registration Office under the Companies Act 2006 and payment of associated fees; and
- (b) registration of the relevant Security Documents at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees,

which registrations, filings, taxes and fees will be made and paid promptly after the date of the relevant Security Document.

- 6.7.2 Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by or being financed by the Transaction Documents has been made.

6.8 **No Default**

- 6.8.1 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.

- 6.8.2 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to be Material Adverse Effect.

6.9 **No misleading information**

- 6.9.1 Any factual information which has been provided in writing by it or on its behalf with respect to any Finance Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and was not misleading in any material respect.

- 6.9.2 The financial projections included in any information provided in writing by it or on its behalf with respect to any Finance Document have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

- 6.9.3 Nothing has occurred since the information referred to above was provided and no information has been given or withheld that results in any such information being untrue or misleading in any material respect.

6.10 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect, have (to the best of its knowledge and belief) been started or threatened against it.

6.11 **Centre of main interests and establishments**

For the purposes of the Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its centre of main interest (as that term is used in article 3(1) of the Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in article 2(h) of the Regulations) in any other jurisdiction.

6.12 Security Interests

6.12.1 Subject to the Reservations, each Security Document confers or, as the case may be, will confer, upon execution and delivery and, where applicable, registration, a first priority security interest of the type described and which is not liable to avoidance on insolvency.

6.12.2 Save for a Permitted Security Interest, no Security Interest exists over any of its assets.

6.13 No other business

6.13.1 It has not carried on any business or investment activities, and has not incurred any liabilities or undertaken any obligations.

6.13.2 As at the date of this Deed the Chargor does not have any subsidiaries.

6.14 Share capital and ownership

6.14.1 The entire membership interest of the Chargor is legally and beneficially owned by the Borrower.

6.14.2 The shares in the capital of the Chargor are fully paid.

6.14.3 In relation to any share capital which is the subject of any Security Interest under the Security Documents, such share capital:

- (a) constitutes the entire issued share capital of the relevant person to which it relates;
- (b) is not subject to any option to purchase; and
- (c) is not subject to any restriction or inhibition to transfer.

6.15 No employees

It has not had, at any time, any employees or any obligation in respect of any retirement benefit or occupational pension scheme.

6.16 Taxes paid

6.16.1 It has duly and punctually paid all Taxes applicable to, or imposed on or in relation to it, its business, the Charged Assets or otherwise.

6.16.2 It is not a member of a VAT group for the purposes of section 43 of the Value Added Tax Act 1994.

6.16.3 It has never been the representative of a VAT group.

6.17 Sanctions

The Chargor or any Subsidiary or director of the Chargor is not:

- (a) listed or is owned or controlled directly or indirectly, by any person which is listed on an SDN List;

- (b) located, organised or resident in a country which is the subject of sanctions by any Authority; or
- (c) a governmental agency, authority, or body or state-owned enterprise of any country which is the subject of sanctions by an Authority.

6.18 **Repetition of representations**

6.18.1 The representations set out in this Clause 6.18 (*Repetition of representations*) are made by the Chargor on the date of this Deed.

6.18.2 The Repeating Representations are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of any Utilisation Request and the first day of each Interest Period.

7 **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 7 (*Information undertakings*) remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

7.1 **Information: miscellaneous**

The Chargor shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) all documents dispatched by it to its shareholder (or any class of them) or its creditors generally at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it and which might, if adversely determined, might reasonably be expected to have a Material Adverse Effect;
- (c) details of anything which might reasonably be expected to have a Material Adverse Effect;
- (d) full details of any breach, dispute, repudiation or disclaimer of any Transaction Document; and
- (e) promptly, such further information regarding its financial condition, business and operations as any Finance Party (through the Agent) may reasonably request.

7.2 **"Know your customer" checks**

7.2.1 The Chargor shall promptly on the request of any Finance Party provide any documentation and other evidence as is requested by that Finance Party (whether for itself or for a prospective Lender) in order for it to comply with its "know your customer" requirements.

7.2.2 Each Lender shall promptly upon the request of the Agent supply such documentation and other evidence as is requested by the Agent in order for the Agent to carry out and be satisfied with its "know your customer" requirements pursuant to the transactions contemplated in the Finance Documents.

- 7.2.3 The Agent shall promptly notify the Lenders of any written request received in accordance with Clause 7.2 ("Know your customer" checks).

8 GENERAL UNDERTAKINGS

The Chargor gives the undertakings in this Clause 8 (*General undertakings*) which remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

8.1 Authorisation

It shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any Law or regulatory requirement to enable it to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.

8.2 Compliance with Laws

It shall comply with all Laws and regulatory requirements to which it may be subject where failure to comply might reasonably be expected to materially impair its ability to perform its obligations under any Finance Document.

8.3 Negative pledge

- 8.3.1 It shall not create or permit to subsist any Security Interest over any of its assets.

- 8.3.2 Clause 8.3.1 does not apply to any Permitted Security Interest.

8.4 Disposals

- 8.4.1 It shall not sell, lease, transfer or otherwise dispose of any asset, or business, undertaking or any investment of any nature.

- 8.4.2 Clause 8.4.1 does not apply to any disposal made with the prior approval of the Agent.

8.5 Merger

It shall not take any steps with a view to entering into any amalgamation, demerger, merger or corporate reconstruction.

8.6 Change of business

It shall:

- (a) not conduct any business or investment activities or incur any liabilities or undertake any obligations;
- (b) not have any Subsidiary; and

(c) not enter into any joint venture or partnership.

8.7 **Control**

The entire membership interest of the Chargor shall, at all times, be owned legally and beneficially by the Borrower.

8.8 **Financial Indebtedness**

It shall not incur any Indebtedness (including any Financial Indebtedness) other than Permitted Indebtedness.

8.9 **Lending and guarantees**

Save as specifically required or permitted by the Finance Documents, it shall not:

- (a) make any loans or grant any other form of credit; or
- (b) give any guarantee or indemnity.

8.10 **Acquisitions**

It shall not (without the prior approval of the Agent) make any acquisition or investment.

8.11 **Shares and dividends**

It shall not, without the prior approval of the Agent:

- (a) pay, make or declare any dividend or other distribution or payment of a similar kind in respect of any of its membership interests or otherwise;
- (b) issue any further shares or alter any rights attaching to its issued membership interests as at the date of this Deed; or
- (c) redeem or purchase its own membership interests or provide financial assistance for any such redemption or purchase.

8.12 **Constitutional documents**

It shall not, without the prior approval of the Agent (which shall not be unreasonably withheld or delayed), change any of its constitutional documents including its memorandum or articles of association.

8.13 **Litigation**

It shall not commence court proceedings, arbitration or other legal proceedings without the approval of the Agent (such approval not to be unreasonably withheld).

8.14 **VAT status**

8.14.1 It shall not form or be a member of any VAT group for the purposes of section 43 of the Value Added Tax Act 1994.

8.14.2 It shall not revoke, or allow to be revoked, any option to tax any Property exercised under part 1 of schedule 10 of the Value Added Tax Act 1994 by it or a relevant

associate or a relevant group member (as those expressions are defined for the purposes of that part).

8.15 **Other contracts**

8.15.1 It shall not enter into any contract other than contracts expressly permitted or required by the Finance Documents.

8.15.2 Save as otherwise expressly set out in this Agreement it shall:

- (a) perform all its obligations under each Finance Document to which it is a party including paying all rent and other sums due under it;
- (b) take all steps available to it to procure the prompt performance by the other parties of their obligations under the Finance Document to which it is a party; and
- (c) not, without the prior approval of the Agent (which shall not be reasonably withheld or delayed in respect of the Licence Agreement), take any steps to, or agree to:
 - (i) amend, extend, terminate, cancel, modify, rescind, release, vary or waive any terms of any Finance Document;
 - (ii) surrender, assign or otherwise dispose of any Finance Document; nor
 - (iii) a change of party to any Finance Document.

8.16 **Taxes**

It shall:

- (a) maintain its tax residence solely in its jurisdiction of incorporation;
- (b) ensure that all Taxes payable by, or assessed upon, it are paid when due except to the extent that they are contested in good faith and an adequate reserve has been set aside with respect to the unpaid Tax and payment can lawfully be withheld;
- (c) ensure that none of its latent or contingent Tax liability is triggered or realised for any reason;
- (d) comply, within all applicable time limits, with all requirements to make, deliver or amend returns required to be made by it to any tax authority; and
- (e) not surrender trading losses or other amounts eligible to be surrendered by way of group relief (in accordance with part 5 of the Corporation Tax Act 2010) except on terms that the recipient of that trading loss or eligible amount pays to it a sum equal to 100% of the amount of tax saved by the recipient.

8.17 **Sanctions**

The Chargor will:

- (a) ensure that none of the proceeds of any Loan will directly; and
 - (b) not knowingly allow any of the proceeds of any Loan to indirectly,
- be used or paid for the purposes of any transaction related to either:

- (i) any person which is listed on the SDN List or is owned or controlled, directly or indirectly by any person listed on the SDN List; or
- (ii) any country which is the subject of sanctions by any Authority.

8.18 **Accounts**

The Chargor may not, without the prior consent of the Agent, maintain any bank account.

9 **GUARANTEE**

9.1 **Guarantee and indemnity**

In consideration of the Finance Parties, at the request of (and as a service to) the Chargor, entering into this Deed and/or advancing monies or giving credit or affording other financial facilities to the Borrower or continuing to do so, the Chargor irrevocably and unconditionally:

- (a) guarantees to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Finance Party that if any obligation guaranteed by it under this Deed is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 9 (*Guarantee*) if the amount claimed had been recoverable on the basis of a guarantee.

9.2 **Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

9.3 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition

which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then:

- (a) the liability of the Chargor under this Clause 9 (*Guarantee*) will continue or be reinstated as if the discharge, release or arrangement had not occurred; and
- (b) the liability of each Obligor shall continue;

in each case as if the payment, discharge, avoidance or reduction had not occurred and each Finance Party shall be entitled to recover the value or amount of that payment, security or disposition from each Obligor.

9.4 **Waiver**

The obligations of the Chargor under this Clause 9 (*Guarantee*) will not be affected by any act, omission, matter or thing which, but for this Clause 9.4 (*Waiver*), would reduce, release or prejudice any of its obligations under this Clause 9 (*Guarantee*) (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of the Obligors;
- (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 Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any assignment, transfer or novation by a Finance Party of its rights and/or obligations under the Finance Documents;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (h) any insolvency or similar proceedings.

9.5 **Guarantor intent**

Without prejudice to the generality of Clause 9.4 (*Waiver*), the Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any

(however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

9.6 Immediate recourse

The Chargor waives any right it may have of first requiring any Finance Party (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 Chargor under this Clause 9 (*Guarantee*). This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

9.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Clause 9 (*Guarantee*).

9.8 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising under this Clause 9 (*Guarantee*):

- (a) to be indemnified by an Obligor;

- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way or subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under Clause 9 (*Guarantee*);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 31 (*Payment Mechanics*) of the Facility Agreement.

9.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

10 RIGHTS OF ENFORCEMENT

10.1 Enforcement

- 10.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- 10.1.2 The enforcement powers of the Security Trustee in connection with this Deed shall be immediately exercisable:
 - (a) upon an Event of Default; or
 - (b) at the Security Trustee's discretion, at the request of the Chargor.
- 10.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- 10.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Trustee or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred, that the Liabilities are outstanding and have become due and that the floating charge created by this Deed has crystallised.

10.2 Security Trustee's and Receiver's powers and rights

10.2.1 The Security Trustee shall have the power:

- (a) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 10.3 (*Right of appropriation*); and
- (c) if this Deed contains a qualifying floating charge for the purposes of the Insolvency Act 1986, to appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

10.2.2 The Security Trustee (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Trustee and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 1 (*Security Trustee's and Receiver's powers*),

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

10.3 Right of appropriation

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Trustee shall have the right at any time after the security constituted by this Deed has become enforceable to appropriate all or any part of it in or towards discharge of the Liabilities and transfer title in and to it to the Security Trustee. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the market price determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.4 Receiver as agent

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Trustee shall

be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

10.5 Further powers

If the Chargor defaults in the observance and performance of any obligation to the Security Trustee, the Security Trustee or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

10.6 Power of attorney

10.6.1 The Chargor by way of security irrevocably appoints the Security Trustee and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Trustee and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.

10.6.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

11 APPLICATION OF RECEIPTS

11.1 Priority of payment

Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Security Trustee and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise);
- (b) **secondly**, (in so far as not contemplated by Clause 11.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Trustee (in its capacity as trustee) in relation to the Finance Documents; and
- (c) **finally**, to the Agent for distribution in accordance with the Facility Agreement.

11.2 Crediting to suspense account

The Security Trustee or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Trustee or that Receiver thinks fit.

12 NOTICES

The provisions as to notices set out in the Facility Agreement will apply to this Deed as if set out in full here and as if each reference to the "Borrower" is a reference to the "Chargor".

13 **DISCHARGE**

- 13.1 If the Security Trustee is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Trustee will, at the request and cost of the Chargor, discharge this Deed, including without limitation, whatever action is reasonably necessary to release the Charged Assets from the security constituted by this Deed and reassigning to the Chargor those Charged Assets assigned to it pursuant to Clause 3.4 (*Assignment*).
- 13.2 No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

14 **ASSIGNMENT AND TRANSFER**

14.1 **Assignment by the Chargor**

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

14.2 **Assignment by the Finance Parties**

The Finance Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

15 **GENERAL PROVISIONS**

15.1 **Trust provisions**

The covenants, undertakings and representations made by the Chargor under this Deed are made in favour of the Security Trustee as security trustee for the Finance Parties.

15.2 **Immediate recourse**

It shall not be necessary for the Security Trustee before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person.

15.3 **Exercise of powers and liability**

- 15.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Trustee of any other security at any time held by the Security Trustee.
- 15.3.2 The Security Trustee may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pay the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Security Trustee on demand.
- 15.3.3 None of the provisions of this Deed shall be deemed to impose on the Finance Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

15.4 Tacking

Each Finance Party must perform its obligations under the Facility Agreement (including any obligation to make further advances).

15.5 New Accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest (other than the Security Interest created pursuant to this Deed) or disposed of:

- (a) a Finance Party may close the Chargor's then subsisting account and open a new account with the Chargor, and (unless the relevant Finance Party gives the Chargor written notice otherwise) shall be deemed to have done so;
- (b) all payments made to a Finance Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Liabilities.

15.6 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

15.7 Expenses

The Chargor must pay the Security Trustee within three Business Days of demand the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights against it under this Deed.

15.8 Rights of third parties

15.8.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

15.8.2 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 a third party to whom an express right to enforce any of its terms has been provided.

15.9 Effect as a deed

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

15.10 Counterparts

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

15.11 Chargor intent

The Chargor expressly confirms that it intends that the Security Interests created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

15.12 Appropriations

Until the Liabilities have been irrevocably paid in full, each Finance Party (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in any interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Deed.

16 LAW AND JURISDICTION**16.1 Governing law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1
Security Trustee's and Receiver's powers

1 Conduct of business

(a) Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (ii) acquire any property, chattels, plant, machinery and materials.

(b) Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

(c) Compromise claims

To compromise any claim relating to the Charged Assets.

(d) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security in continuance of the exercise of its powers and/or defraying any costs or liabilities incurred by it in such exercise.

(e) VAT

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements.

(f) Employees

To:

- (i) enter into, adopt and/or terminate any contract of employment; and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 Dealing with the Chargor's assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

(c) Receipts

To give receipts and releases for any sums received.

(d) Carry on works

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

(f) Insurance

To effect insurances on such terms as it thinks fit.

(g) Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

(h) Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

(i) Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

3 Disposals

(a) Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (i) for immediate or deferred consideration;
- (ii) in return for a single payment or instalments; and
- (iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (i) with or without any rent, review of rent, fine or premium; and
- (ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 General

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule 1 (*Security Trustee's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be exercisable:

- (i) on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

Schedule 2
Notices

Part 1
Notice of assignment or charge of contract

Part A

From: [Details of Chargor] (the "Chargor")

To: [Details of Party to Contract]

Date: [•]

Dear Sirs

[Description of Relevant Document] (the "Contract")

We refer to:

- (a) the Contract; and
- (b) [debenture] (the "Security Deed") dated [•] made between [•] (the "Security Trustee") (1) and [•] and the Chargor (2).

We give you notice that pursuant to the Security Deed, we have [charged/assigned] all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Security Trustee.

We irrevocably and unconditionally instruct and authorise you:

- (a) to make all payments in connection with the Contract as the Security Trustee may direct;
- (b) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Trustee; and
- (c) to disclose any information relating to the Contract which the Security Trustee may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Trustee and in any event no such termination or rescission shall be effective unless you have given notice to the Security Trustee.

Notwithstanding anything in this notice or otherwise we (and not the Security Trustee nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee.

Signed

For and on behalf of the Chargor

Receipt of notice of assignment or charge of Contract
Part B

From: [Details of party to Contract]

To: Security Trustee
[Address]

For the attention of [•]

Date: [•]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice, and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Contract; and
- (b) we agree and will comply with the matters set out in that notice.

Signed
For and on behalf of [•]

Part 2
Notice of account assignment
Part A

From: [Details of Chargor] [(the "Chargor")]

To: [Details of provider of the relevant Account]

Date:[•]

Dear Sirs

[Description of relevant Account] (the "Account")

We refer to the:

- (a) the Account (which expression shall include all monies standing to the credit of such account now or in the future);
- (b) a [debenture] (the "**Security Deed**") dated [•] made between [•] (the "**Security Trustee**") (1) and [•] and the Chargor (2).

We give you notice that pursuant to the Security Deed, all of our present and future right, title, interest and benefit in, under and to the Account were assigned to the Security Trustee.

We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Account without the prior written consent of the Security Trustee;
- (b) that all our rights in connection with the Account are exercisable by (or with the consent of) the Security Trustee; and
- (c) to disclose any information relating to the Account which the Security Trustee may from time to time request.

By countersigning this letter you confirm that:

- (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Security Trustee in respect of the Account; and
- (b) no amendment, waiver or release of any right or obligation in connection with the Account and no termination or rescission of the Account by us shall be effective without the prior written consent of the Security Trustee and in any event no such termination or rescission shall be effective unless you have given notice to the Security Trustee.

Notwithstanding anything in this notice or otherwise we (and not the Security Trustee nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Account.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Trustee together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Trustee.

Signed

For and on behalf of the Chargor

Receipt of notice of account assignment
Part B

From: [Details of provider of the relevant Account]

To: Security Trustee

[Address]

For the attention of [•]

Date: [•]

[Description of relevant Account]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Account; and
- (b) we agree and will comply with the matters set out in that notice.

Signed
For and on behalf of [•]

EXECUTION PAGE

Security Trustee

Executed as a deed by
BARCLAYS BANK PLC
acting by its duly authorised attorney

Authorised Signatory

In the presence of
Name of witness

Signature of witness



Address:

Occupation:

Chargor

Executed as a deed by
**35MHS MANAGEMENT COMPANY
LIMITED**
acting by

Director

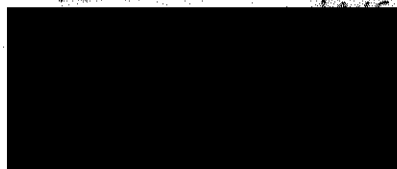
In the presence of
Name of witness:

Signature of witness:

ANDREW WHITEHOUSE



Address:



Occupation:

ACCOUNTANT

EXECUTION PAGE

Security Trustee

Executed as a deed by
BARCLAYS BANK PLC
acting by its duly authorised attorney


Authorised Signatory

SARAH BROOKS

in the presence of

Name of witness **ANDREW WILKINSON**

Signature of witness 

Address: **1 GERRARD PLACE, LONDON, E14 6SH**

Occupation: **ASSOCIATE DIRECTOR**

Chargor

Executed as a deed by
**35MHS MANAGEMENT COMPANY
LIMITED**
acting by

Director

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation: