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

MR01
Particulars of a charge

Companies House

154385/13

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 companieshouse 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 NO**
You may not use this fo register a charge wher instrument Use form M

TUESDAY

L55PHQCY
LD4 26/04/2016 #95
COMPANIES HOUSE

This form **must be delivered to the Registrar for registrati 21 days** beginning with the day after the date of creation of th 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**

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number 1 0 0 4 1 9 0 4

Company name in full THE COLLECTIVE ACTON 2 LIMITED

2 Charge creation date

Charge creation date 2 2 0 4 2 0 1 6

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 SOLUTUS ADVISORS LIMITED as security agent

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

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

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

Brief description

The part of the Property known as 115 Gunnersbury Lane, Acton (shown edged red and coloured blue on the plan attached to this instrument) forming part of title number MX431461

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 ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X BERWIN LEIGHTON PAISNER LLP X

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

MR01
Particulars of a charge

Presenter information

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

Contact name JADA/34016 00007

Company name BERWIN LEIGHTON PAISNER LLP

Address ADELAIDE HOUSE

LONDON BRIDGE

Post town LONDON

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 4865

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: 10041904

Charge code: 1004 1904 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2016 and created by THE COLLECTIVE ACTON 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2016.

Given at Companies House, Cardiff on 4th May 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Execution copy

DATED 22 April 2016

THE COLLECTIVE ACTON 2 LIMITED
as Chargor

SOLUTUS ADVISORS LIMITED
as Security Agent

ACTON SECURITY AGREEMENT

in respect of term loan facilities of up to £39,750,000 made in connection with Building 8, Baltimore Wharf

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

BERWIN LEIGHTON PAISNER

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 22 April 2016

PARTIES

(1) **THE COLLECTIVE ACTON 2 LIMITED,** a company incorporated in England and Wales with company no 10041904 whose registered office is at 14 Bedford Square, London WC1B 3JA (the "**Chargor**")

(2) **SOLUTUS ADVISORS LIMITED** as security trustee for the Secured Parties (the "**Security Agent**")

BACKGROUND

(A) The Secured 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 its assets as security to the Security Agent as set out in this Deed to secure the payment and discharge of the Secured Liabilities

OPERATIVE PROVISIONS

1 **DEFINITIONS AND INTERPRETATION**

1 1 **Definitions**

In this Deed.

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

"**Acton Security Amount**" means the principal sum of £3,400,000

"**Acton Property**" means the property details of which are set out in Schedule 1 (*The Acton* Property) 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

"**Agreement for Lease**" means an agreement to grant an Occupational Lease for all or part of the Acton Property

"**Borrower**" means TCCW 2 Limited, a company incorporated in Jersey with company number 121031 whose registered office is at Third Floor, Walker House, 28-34 Hill Street St Helier Jersey JE4 8PN

"**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

"**Cluttons**" means Cluttons LLP

"**Cluttons Valuation**" means a valuation dated 16 February 2016 prepared by Cluttons in relation to the Acton Property

"**Development Documents**" means any building contracts, sub-contracts, appointments, collateral warranties and other contracts entered into or to be entered into by a Chargor in respect of the Acton Property

"**Disposal Proceeds**" means the net disposal proceeds derived from the disposal of the Acton Property

"**Facility Agreement**" means a facility agreement dated on or about the date of this Deed and made between amongst others the Security Agent (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

"**Insurances**" means any policy of insurance in which the Chargor may at any time have an interest relating to the Acton Property

"**Lease Document**" means.

(a) an Agreement for Lease,

(b) an Occupational Lease; or

(c) any other document designated as such by the Agent and the Chargor

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

"**Party**" means a party to this Deed

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

"**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).

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

(a) rent, licence fees and equivalent amounts paid or payable,

(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,

(c) a sum equal to any apportionment of rent allowed in favour of the Chargor,

(d) any other moneys paid or payable in respect of occupation and/or usage of the Acton Property and any fixture and fitting on the Acton Property including any fixture or fitting on the Acton Property for display or advertisement, on licence or otherwise,

(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,

(f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease Document,

(g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;

(h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document,

(i) any Tenant Contributions, and

(j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

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

"**Tenant Contributions**" means any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of the Acton Property, by way of.

(a) contribution to

(i) ground rent,

(ii) insurance premia,

(iii) the cost of an insurance valuation,

(iv) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to the Acton Property, or

(v) a reserve or sinking fund, or

(b) VAT

"**Transaction Obligor**" shall have the meaning ascribed to it by the Facility Agreement

"**VAT**" shall have the meaning ascribed to it by the Facility Agreement

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 (Interpretation) 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 Clause 17 (Accounts) and clause 34 (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 are incorporated into each Finance Document to the extent required for the purported disposition of the Acton 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**

Subject to Clause 2 2 (*Limited recourse*), the Chargor covenants with the Security Agent that it will·

(a) on demand, pay and discharge each and all of the Secured Liabilities when due in accordance with the terms of the Finance Documents, and

(b) indemnify and keep each Secured 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 Secured Party

2 2 **Limited recourse**

The Security Agent agrees that its rights of enforcement in respect of the Secured Liabilities against the Chargor shall be limited to the Acton Security Amount.

3 **SECURITY**

3 1 **General**

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee pursuant to the Law of Property (Miscellaneous Provisions) Act 1994

3.2 **Mortgage**

The Chargor charges the Acton Property by way of legal mortgage.

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 all fixtures, fittings, plant, machinery, manuals and other chattels, present and future, in respect of the Acton Property and all guarantees and warranties in respect of any of them;

(b) its interest in the Development Documents,

(c) its interest in all easements, licences and other rights, present and future, relating to the Acton Property; and

(d) its interest in all Related Rights in respect of the above and in respect of the property referred to in Clause 3 2 (*Mortgage*)

3 4 **Assignment**

The Chargor assigns absolutely subject to the provisions of Clause 10 (*Discharge*) each of the following including all rights of enforcement of the same

(a) all Rental Income present and future,

(b) the Disposal Proceeds,

(c) all monies payable to it and to which it is entitled under any Insurances,

(d) all causes of action and other rights and remedies in connection with the Acton Property in which it has an interest at any time; and

(e) its interest in all Related Rights in respect of the above

4 **PERFECTION OF SECURITY**

4 1 **Further assurance**

4 1 1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)).

(a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the security created by this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Security Agent, or confer on the Finance Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed, and/or

(c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this Deed

4 1 2 The Chargor 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 Security Agent or the Finance Parties by or pursuant to this Deed

4 2 **Notices**

4.2.1 If the Security Agent from time to time so requests, the Chargor shall serve a notice in the form set out in Schedule 3 (*Notice of assignment or charge of contract*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*)

4 2 2 The Chargor shall use all reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 4 2 1 is addressed completes and returns to the Security Agent an acknowledgement in the form of Part B of the relevant notice.

4 3 **Restriction**

4 3 1 The Chargor authorises the Security Agent 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 Solutus Advisors Limited referred to in the Charges Register (or its conveyancer)*"

4.3.2 The Chargor authorises the Security Agent to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estates

5 **REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 5 (*Representations and warranties*) to each Secured Party

5 1 **Status**

5 1 1 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation

5.1 2 It has the power to own its assets and carry on its business as it is being conducted

5 2 **Binding obligations**

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations and the Perfection Requirements, legal, valid, binding and enforceable obligations.

5.3 **Non-conflict with other obligations**

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

(a) any law or regulation applicable to it;

(b) its constitutional documents, or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in a manner which is reasonably likely to have a Material Adverse Effect

5.4 **Power and authority**

5 4 1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed

5.4.2 No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed

5.5 **Validity and admissibility in evidence**

Subject to the Legal Reservations and the Perfection Requirements, all Authorisations required or desirable

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and

(b) to make this Deed admissible in evidence in its jurisdiction of incorporation and in England and Wales,

have been obtained or effected and are in full force and effect except any Authorisations referred to in clause 18 8 1 of the Facility Agreement.

5.6 **Governing law and enforcement**

5 6.1 Subject to the Legal Reservations, the choice of English law will be recognised and enforced in its jurisdiction of incorporation

5 6 2 Any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation

5 7 **No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which are reasonably likely to be adversely determined and if so adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.

5 8 **Legal and beneficial ownership**

It is and will be the sole legal and beneficial owner of the Charged Assets free from any encumbrance or Security except as created by this Deed

5 9 **No default**

No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets are subject which has or is reasonably likely to have a Material Adverse Effect

5 10 **Information**

5.10 1 All information supplied by it or on its behalf to any Finance Party in connection with this Deed was true and accurate as at the date it was provided or as at any date at which it was stated to be given in all material respects

5 10 2 Any financial projections contained in the information referred to in Clause 5 10 1 have been prepared as at their date on the basis of recent historical information and on the basis of reasonable assumptions

5 10 3 It has not omitted to supply any information which, if disclosed, would make the information referred to in Clause 5 10 1 untrue or misleading in any material respect.

5 10 4 As at the Utilisation Date, nothing has occurred since the date of the information referred to in Clause 5 10 1 which, if disclosed, would make that information untrue or misleading in any material respect.

5 11 **Valuation**

5 11 1 All information supplied by it or on its behalf to Cluttons for the purposes of the Cluttons Valuation was true and accurate as at its date or (if appropriate) as at the date (if any) at which it is stated to be given

5 11 2 Any financial projections contained in the information referred to in Clause 5 11 1 have been prepared as at their date, on the basis of recent historical information and on the basis of reasonable assumptions

5 11 3 It has not omitted to supply any information to Cluttons which, if disclosed, would adversely affect the Cluttons Valuation

5 11 4 As at the Utilisation Date, nothing has occurred since the date the information referred to in Clause 5.11.1 was supplied which, if it had occurred prior to the Cluttons Valuation, would have adversely affected the Cluttons Valuation

5 12 **Title to the Acton Property**

5 12.1 It

(a) (subject to registration of the relevant transfer under the Land Registration Act 2002) is the legal and beneficial owner of the Acton Property, and

(b) has good and marketable title to the Acton Property,

in each case free from Security (other than that created by or pursuant to this Deed) and restrictions and onerous covenants

5 12 2

(a) No breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Acton Property,

(b) there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Acton Property,

(c) nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Acton Property;

(d) all facilities necessary for the enjoyment and use of the Acton Property (including those necessary for the carrying on of its business at the Acton Property) are enjoyed by the Acton Property,

(e) none of the facilities referred to in Clause 5 12 2(d) are enjoyed on terms

(i) entitling any person to terminate or curtail its use of the Acton Property, or

(ii) which conflict with or restrict its use of the Acton Property,

(f) it has not received any notice of any adverse claim by any person in respect of the ownership of the Acton Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Acton Property, and

(g) the Acton Property is held by it free from any lease or licence (other than those entered into in accordance with the Facility Agreement).

5 13 **Centre of Main Interests**

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

5 14 **Ranking of Security**

Subject to the Legal Reservations, the security conferred by this Deed constitutes a first priority security interest of the type described, over the Charged Assets and the Charged Assets are not subject to any prior or *pari passu* Security

5.15 **Repetition of representations**

The representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Chargor on the date of this Deed and in addition are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on the Utilisation Date and the first day of each Interest Period

6 **COVENANTS**

The undertakings in this Clause 6 (*Covenants*) 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.

6 1 **Information: miscellaneous**

The Chargor shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests) such information regarding the Charged Assets as any Finance Party (through the Agent) may reasonably request.

6 2 **Negative pledge**

6.2 1 It shall not create or permit to subsist any Security over any of the Charged Assets

6 2 2 Clause 6.2.1 does not apply to any Security or (as the case may be) Quasi-Security, listed below

(a) the Transaction Security,

(b) any lien arising by operation of law and in the ordinary course of trading,

(c) any Security created with the prior written consent of the Agent, or

(d) any Security that is released prior to the Utilisation Date.

6.3 **Disposals**

It shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Charged Assets

6 4 **Notices**

It must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to the Acton Property (or any part of it)

(a) deliver a copy to the Security Agent, and

(b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice

6 5 **Investigation of title**

The Chargor must grant the Security Agent or its lawyers on request all facilities within its power to enable the Security Agent or its lawyers to

(a) carry out investigations of title to the Acton Property, and

(b) make such enquiries in relation to any part of the Acton Property as a prudent mortgagee might carry out

6 6 **Title**

6.6 1 The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Acton Property

6 6 2 The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Acton Property (save for minor, immaterial, administrative amendments which could not prejudice the interests of the Finance Parties)

6.6.3 The Chargor must promptly take all such steps as may be necessary or desirable to enable the Security created by this Deed to be registered, where appropriate, at the Land Registry

6 7 **Notification of Default**

The Chargor shall notify the Agent of any default arising out of or in connection with this Deed (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless it is aware that a notification has already been provided by another Transaction Obligor)

6 8 **Authorisations**

The Chargor 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 regulation of the jurisdiction of its incorporation to·

(i) enable it to perform its obligations under this Deed to ensure the legality, validity, enforceability or admissibility in evidence of this Deed; or

(ii) own its assets and carry on its business as it is being conducted

6 9 **Compliance with laws**

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

6 10 **Maintenance**

The Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on the Acton Property are in, and maintained in

(a) good and substantial repair and condition and, as appropriate, in good working order, and

(b) such repair, condition and order as may be required to comply with all applicable laws and regulations and for this purpose, a law or regulation will be regarded as applicable if it is either

(i) in force; or

(ii) it is expected to come into force and a prudent property owner in the same business as the Chargor would ensure that its buildings, plant, machinery, fixtures and fittings were in such condition, repair and order in anticipation of that law or regulation coming into force.

6 11 **Environmental matters**

6.11.1 The Chargor must

(a) comply and ensure that any relevant third party complies with all Environmental Law,

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to the Acton Property, and

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Acton Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Finance Party

6 11 2 The Chargor must, promptly upon becoming aware, notify the Agent of.

(a) any Environmental Claim started, or to its knowledge, threatened,

(b) any circumstances reasonably likely to result in an Environmental Claim, or

(c) any suspension, revocation or notification of any Environmental Permit

6.11.3 The Chargor must indemnify each Finance Party against any loss or liability which

(a) that Finance Party incurs as a result of any actual or alleged breach of any Environmental Law by any person; and

(b) would not have arisen if a Finance Document had not been entered into,

unless it is caused by that Finance Party's gross negligence or wilful misconduct

6 12 **Power to Remedy**

6.12 1 If the Chargor fails to perform any obligations under this Deed affecting the Acton Property, the Chargor must allow the Security Agent or its agents and contractors (upon giving three Business Days' notice to the Chargor save in case of an emergency where no such notice shall be required to be given)

(a) to enter any part of the Acton Property,

(b) to comply with or object to any notice served on an Obligor in respect of the Acton Property; and

(c) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice

6 12 2 The Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 6 12 (*Power to Remedy*)

6 12 3 No Finance Party shall be obliged to account as mortgagee in possession as a result of any action taken under this Clause 6.12 (*Power to Remedy*).

6 13 **Taxes**

The Chargor must pay all Taxes due and payable by it in connection with the Acton Property prior to the accrual of any fine or penalty for late payment.

7 **RIGHTS OF ENFORCEMENT**

7.1 **Enforcement**

7 1 1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed

7.1 2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable·

(a) upon an Event of Default which is continuing, or

(b) at the Security Agent's discretion, at the request of the Chargor

7 1 3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

7 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 Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and is continuing and that the Secured Liabilities are outstanding and have become due

7.2 **Security Agent's and Receiver's powers and rights**

7 2 1 The Security Agent 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 appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed

7 2 2 The Security Agent (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 Agent and/or any Receiver is an administrative receiver), and

(b) the powers and rights specified in Schedule 2 (*Security Agent's and Receiver's powers*),

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

7 3 **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 Agent shall be

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

7.4 **Further powers**

7 4 1 If the Chargor fails to perform any obligations under the Finance Documents affecting the Acton Property, that Chargor must allow the Security Agent or its agents and contractors:

(a) to enter any part of the Acton Property,

(b) to comply with or object to any notice served on the Chargor in respect of the Acton Property, and

(c) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

7.4.2 The Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 7.4 (*Further powers*).

7 4 3 No Finance Party shall be obliged to account as mortgagee in possession as a result of any action taken under this Clause 7 4 (*Further powers*)

7 5 **Power of attorney**

7.5.1 Following an Event of Default which is continuing, the Chargor by way of security irrevocably appoints the Security Agent 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 Agent 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 that Chargor's obligations in connection with this Deed

7 5 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.

8 **NOTICES**

8 1 **Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

8.2 **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 this Deed is that identified with its name below or the registered office or place of business last known to the Security Agent or any substitute address, fax number or department or officer as the Party may notify the Security Agent (or the Security Agent may notify the Chargor if the change is made by the Security Agent) by not less than five Business Days' notice

8 3 **Delivery**

8 3 1 Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective:

(a) if by way of fax, when received in legible form, or

(b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 8.2 (*Addresses*), if addressed to that department or officer

8 3.2 Any notice or communication to be made or delivered to the Security Agent shall be effective when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)

8 3 3 Any communication or document which becomes effective, in accordance with this Clause 8 3 (*Delivery*), after 5 00 pm in the place of receipt shall be deemed only to become effective on the following day

9 **APPLICATION OF RECEIPTS**

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver pursuant to or in the enforcement of this Deed shall be held by the Security Agent and applied in accordance with the Facility Agreement

10 **DISCHARGE**

10 1 If

(a) the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargor, discharge this Deed, or

(b) the Obligors have received the Acceptable Sui Generis Planning Permission and the conditions in paragraphs (x) to (z) of the definition of "Acton Security Document" in the Facility Agreement are satisfied, the Security Agent will, at the request and cost of the Obligors, discharge this Deed

10 2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

11 ASSIGNMENT AND TRANSFER

11 1 Assignment by the Chargor

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

11 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

12 GENERAL PROVISIONS

12.1 Trust provisions

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

12 2 Immediate recourse

It shall not be necessary for the Security Agent 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

12 3 Exercise of powers and liability

12 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 Agent of any other security at any time held by the Security Agent

12 3 2 The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass 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 Agent on demand

12 3 3 None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

12 4 Tacking

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

12 5 New accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security or disposed of:

(a) a Finance Party may close the Chargor's then subsisting account and open a new account with that Chargor, and (unless the relevant Finance Party gives that 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 Secured Liabilities.

12 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

12 7 **Expenses**

The Chargor must pay the Security Agent 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

12 8 **Rights of third parties**

12 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

12 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

12.9 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12 10 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in this Deed are cumulative and not exclusive of any right or remedies provided by law

12.11 **Chargor's obligations**

The obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 12 11 (*Chargor's obligations*), would reduce, release or prejudice any of its obligations under this Deed (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 Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(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, novation, supplement, extension or restatement (however fundamental and whether or not more onerous), or replacement of any Finance Document or any other document or security including 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 unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

(g) any insolvency or similar proceedings.

12 12 **Chargor intent**

Without prejudice to the generality of Clause 12 11 (*Chargor's obligations*), the Chargor expressly confirms that it intends that the Security 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) acquisitions of any nature,

(b) increasing working capital;

(c) enabling 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

12 13 **Appropriations**

Until the Secured 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 an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Deed

12 14 **Deferral of Chargor's rights**

12 14 1 Until the Liabilities have been irrevocably paid in full and unless the Security 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 Deed.

(a) to be indemnified by any 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 of 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 this Deed,

(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

12 14 2 If the Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 12 14 1 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 Security Agent or as the Security Agent may direct for application in accordance with Clause 9 (*Application of receipts*)

12.15 **Effect as a deed**

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

12 16 **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.

13 **LAW AND JURISDICTION**

13 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

13 2 **Jurisdiction of English courts**

13 2 1 The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**")

13 2 2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

13 2 3 This Clause 13 2 (*Jurisdiction of English courts*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

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

Schedule 1
The Acton Property

Owner	Tenure	Description of the Acton Property
The Collective Acton 2 Limited	Freehold	The part of the property known as 115 Gunnersbury Lane, Acton shown edged red and coloured blue on a plan attached as the Appendix forming part of title number MX431461

Schedule 2
Security Agent'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 Secured Liabilities and with or without security

(e) VAT

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its VAT 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 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 2 (*Security Agent'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

(i) exercisable on such terms and conditions and otherwise as it may think fit, and

(ii) as if it were the absolute and beneficial owner.

Schedule 3
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) a [debenture] (the "**Security Deed**") dated [•] made between the Security Agent (1) 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 Agent

We irrevocably and unconditionally instruct and authorise you

(a) to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [*insert Chargor bank details*]],

(b) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us], and

(c) to disclose any information relating to the Contract which the Security Agent 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 Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent

Notwithstanding anything in this notice or otherwise we (and not the Security Agent 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 Agent 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 Agent

Signed ....
For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge of Contract

From [*Details of party to Contract*]

To· [Security Agent]
[*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 . ...

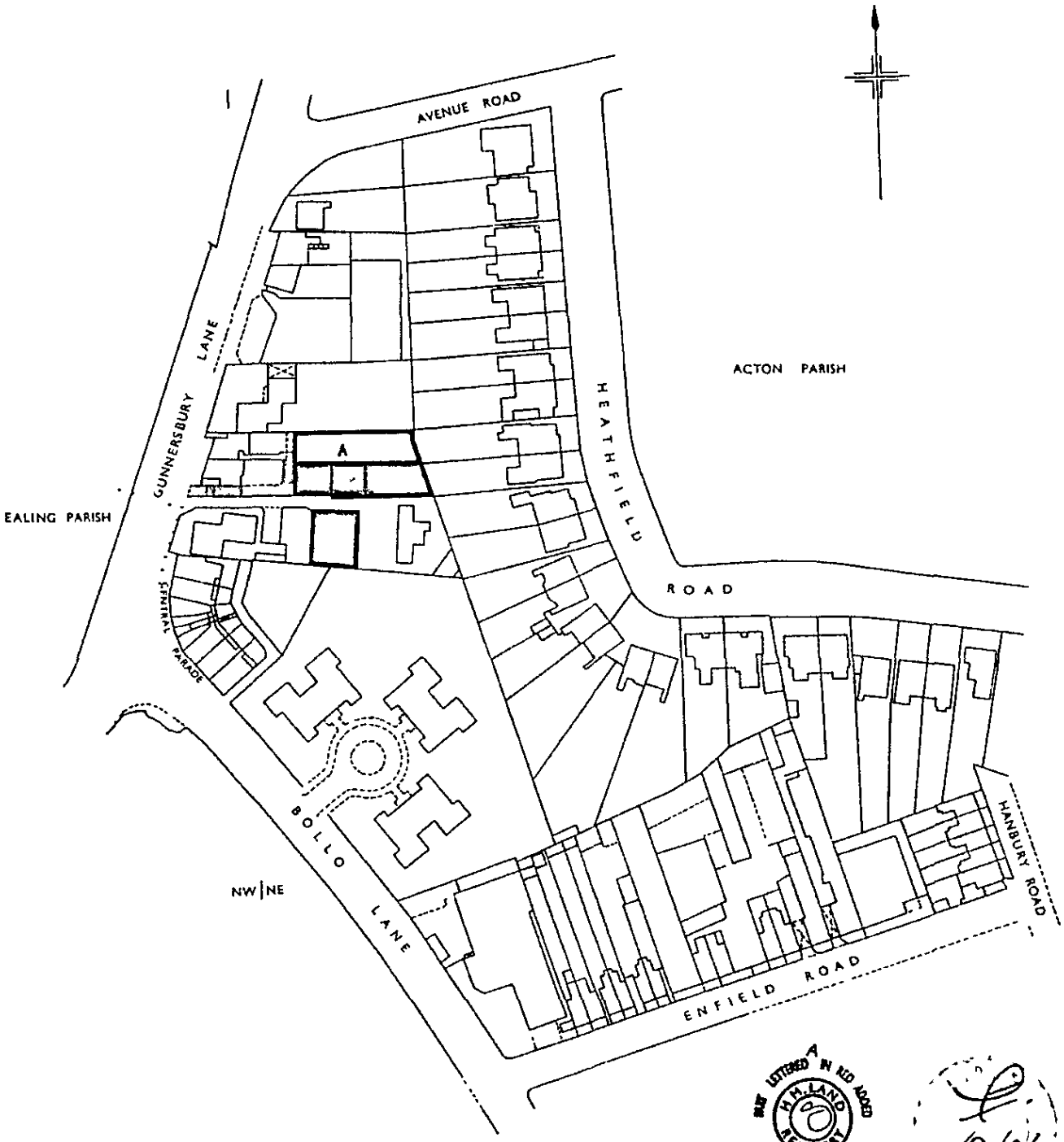
For and on behalf of [•]

H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET TQ 1979 SECTION M

(NATIONAL GRID)

Scale 1/1250



Old Reference MIDDLESEX XVI 13 AS

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EXECUTION PAGE

Chargor

Signed as a deed by **THE COLLECTIVE ACTON 2 LIMITED** acting by) [redacted]
)
)

In the presence of

: Mihai Ionescu

Signature of witness: [redacted]

Address: 15 Jersey Rd E11 4BL

Occupation: Logistics Manager
Address:
Fax:
Attn:

Security Agent

Executed as a deed by **SOLUTUS ADVISORS LIMITED** acting by two directors:)

.....

Director

.....

Director

EXECUTION PAGE

Chargor

Signed as a deed by **THE COLLECTIVE ACTON 2 LIMITED** acting by)
)
)

in the presence of

.

Signature of witness.

Address

Occupation.
Address
Fax
Attn·

Security Agent

Executed as a deed by **SOLUTUS ADVISORS LIMITED** acting by two directors·)

[redacted]

Director

[redacted]

Director

MR01
Particulars of a charge

4 Brief description

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

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

Brief description

Units 4 & 5 Audley Avenue Business Park, Audley Avenue Industrial Estate, Newport, Shropshire, TF10 7BX

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 ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X Graham Withers & Co. X

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