



Registration of a Charge

Company name: **HARROW HOLDINGS LIMITED**

Company number: **10832341**



X7ETPZBE

Received for Electronic Filing: **19/09/2018**

Details of Charge

Date of creation: **18/09/2018**

Charge code: **1083 2341 0003**

Persons entitled: **AP PROPERTY FINANCE DAC**

Brief description: **THE FREEHOLD LAND AND BUILDINGS KNOWN AS QUEENS HOUSE, KYMBERLEY ROAD, HARROW, HA1 1YZ REGISTERED WITH TITLE ABSOLUTE AT LAND REGISTRY UNDER TITLE NUMBER NGL386889. PLEASE REFER TO THE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10832341

Charge code: 1083 2341 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2018 and created by HARROW HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2018 .

Given at Companies House, Cardiff on 21st September 2018

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 18 September 2018

(1) HARROW HOLDINGS LIMITED

- and -

(2) AP PROPERTY FINANCE DAC

MORTGAGE DEBENTURE

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.

Bryan Cave Leighton Paisner LLP
Bryan Cave Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA

THIS DEBENTURE is made the 18 day of September
BETWEEN:

2018

- (1) **HARROW HOLDINGS LIMITED** a company registered in England and Wales (company registration number 10832341) whose registered office is at Office 1, 62 Ballards Lane, London N3 2BU (the "Company") and
- (2) **AP PROPERTY FINANCE DAC**, a designated activity company registered in Ireland with the Companies Registration Office (registered number 593023), with its registered office at 1st Floor, 1-2 Victoria Buildings, Haddington Road, Dublin 4, Ireland (the "Lender")

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

- 1.1 In this Deed unless there is something in the subject or context inconsistent therewith the following expressions shall have the following meanings:

"**Agreement for Lease**" shall mean all agreements contracts options or undertakings whether now or hereafter in existence for or in relation to the creation of any estate interest or right in or over the Real Property or any part thereof (including without limitation in relation to any lease licence tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property)

"**Book Debts**" shall mean each and all parts of the Charged Property from time to time charged pursuant to Clause 4.1(f)

"**Business Day**" shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in London and Dublin

"**Charged Property**" shall mean each and all part(s) of the property rights assets and income of the Company from time to time charged or assigned (or expressed to be charged or assigned) to the Lender (whether by way of fixed or floating charge or assignment) by or pursuant to this Deed

"**Demand**" shall mean any demand made by the Lender on the Company under the

Facility Agreement for repayment of all or any part of the Indebtedness

"Enforcement Event" means any of the following events:

- (a) a failure by the Borrower to pay any Indebtedness on the date on which it is due;
- (b) a failure by the Borrower to pay on demand any Indebtedness which is payable to the Lender on demand;
- (c) the occurrence of a Breach Event as defined in the Facility Agreement; or
- (d) any event of virtue by which any Indebtedness becomes due before the date on which it would otherwise be due for payment.

"Facility Agreement" shall mean a facility agreement dated with even date between the Company and the Lender in respect of banking facilities made available to the Company by the Lender together with any subsequent amendments thereto or replacements thereof agreed between the Lender and the Company and including any agreement entered into under or supplemental to it or amending, restating or novating it.

"Group Company" shall mean any company other than the Company from time to time within the group of the Company where "group" bears the meaning as defined in Section 53 of the Companies Act 1989

"Indebtedness" shall mean all or any monies obligations and liabilities whether certain or contingent present or future which are now or may at any time hereafter be or become payable due or owing to the Lender by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Lender on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Company all fees costs expenses (including legal surveyors valuers and other costs on a full indemnity basis) commission discount charges and other sums incurred by the Lender in relation to the Indebtedness this Deed or any guarantee or security now or hereafter held for the Indebtedness or in enforcing payment whether against the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be payable under the terms of the Facility Agreement References to the Indebtedness shall include not only the whole but any part thereof

"Interests in Securities" shall mean each and all parts of the Charged Property from time to time charged pursuant to Clause 4.1(d)

"Planning Acts" shall mean a reference to any Act or Acts of Parliament for the time being in force and relating to town and country planning

"Real Property" shall mean each and all parts of the Charged Property from time to time charged by the Company pursuant to Clause 4.1(a)

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

"Rent Account" shall mean the account to be opened for the receipt of Rental Income in accordance with Clause 4.1(j)(ii).

"Rental Income" shall mean the gross rents licence fees and other monies received or receivable now or at any time hereafter by the Company in respect of or arising out of any lease of the Real Property or any Agreement for Lease or otherwise without limitation derived by or paid to or received by the Company in respect of the Real Property (including without limitation all mesne profits) but excluding insurance rents or service charges or the like and any value added tax thereon;

"Security Interest" shall mean any mortgage charge pledge lien hypothecation right of set off right of preference or any security interest (including without limitation title transfer and retention arrangements) whether fixed or floating whatsoever howsoever created or arising

"Sterling" shall mean the lawful currency from time to time of the United Kingdom

1.2 In this Deed unless the context otherwise requires:

- (a) clause headings are for ease of reference only and shall not affect the construction of this Deed
- (b) any reference to any agreement or document shall be deemed to refer to the same as amended modified or supplemented from time to time by the parties

hereto

- (c) references to "person" shall mean any person firm body corporate or unincorporated body of persons
- (d) any reference to the masculine gender shall include the feminine gender and neuter meaning and vice-versa
- (e) words importing the singular number only include the plural and vice-versa and where there are two or more persons included in the expression the "Company" references to the Company are references to respectively all or any of them as the context may require
- (f) where there are two or more persons included in the expression the "Company" or "Group Company" all assignments charges agreements undertakings covenants obligations warranties and representations given undertaken made or assumed by or reference to the Company or Group Company shall be deemed to have been given undertaken made or assumed by or are references to them jointly and severally and construed accordingly
- (g) the expression the "Company" includes the persons deriving title under the Company and the expression the "Lender" includes its successors in title, permitted assigns and transferees, any person to whom the Lender has granted a Security Interest in respect of this Deed (a "Security Beneficiary") and any Receiver appointed by a Security Beneficiary
- (h) any reference to a Clause or a Schedule is a reference to a clause hereof or a schedule hereto (unless the contrary is stated or the context otherwise requires)
- (i) any reference to a sub-clause is unless otherwise stated a reference to the designated sub-clause of the Clause in which the reference appears
- (j) references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include provisions of which they are re-enactments (whether with or without modification) and any reference to "Act" is a reference to the Law of Property Act 1925 as construed in

accordance with this sub-clause

- 1.3 This Deed and the Facility Agreement shall each constitute independent documents but in addition each and every provision contained in this Deed shall be a part of the Facility Agreement as if separately set out therein and each and every provision of the Facility Agreement not contained in this Deed shall be part hereof as if separately set out herein save that to the extent that there may be any conflict between any provision contained in the Facility Agreement and any provision contained in this Deed the Facility Agreement shall prevail

2. PAYMENT OF INDEBTEDNESS

The Company covenants with the Lender that it shall on the Lender's demand in accordance with the terms of any Facility Agreement or as the case may be this Deed pay to the Lender all monies constituting the Indebtedness

3. INTEREST

Interest shall be paid at the rate or rates and on the dates set out in the Facility Agreement

4. SECURITY

- 4.1 For the purpose of securing the payment and/or repayment of the Indebtedness the Company hereby charges with full title guarantee its undertaking and all its property and other assets of whatsoever nature both present and future including its uncalled capital for the time being and the security hereby created is created by way of:

- (a) a fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) of the following namely all estates and other interests in freehold leasehold and/or unregistered immovable property wheresoever situate now or hereafter belonging to the Company (including without limitation the registered and other land in England and Wales specified or referred to in the Schedule) and all buildings fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such freehold leasehold and other immovable property

- (b) a fixed equitable charge of all estate or interests in any freehold or leasehold property at any time in the future belonging to the Company and all buildings fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such property at any time during the continuance of this security belonging to the Company
- (c) a fixed charge by way of legal mortgage on the plant and machinery chattels vehicles computers and/or other equipment of the Company together with any part or parts thereof and all additions alterations accessories replacements and renewals of component parts thereto together with the benefit of any obligations warranties and rights given by or arising against any person in connection with the supply or manufacture thereof
- (d) a fixed charge of all stocks shares or other securities now or at any time during the continuance of this security belonging to the Company together with all dividends or other rights and interests in respect thereof or incidental thereto or deriving or accruing therefrom
- (e) a fixed charge by way of assignment of all its goodwill and by way of fixed charge its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed hereunder or a liquidator)
- (f) a fixed charge by way of legal assignment of the book debts of the Company and all other monetary debts and claims (including things in action which give rise to a debt or debts including the proceeds of any interest rate cap agreements interest and currency swaps and other financial instruments) and all cash at bank now and from time to time due or owing to the Company (together with all security therefor or indemnities in respect thereof) or other rights enabling the Company to enforce the same
- (g) a fixed charge by way of legal assignment on all the copyright in all drawings designs specifications plans and other written materials relating to any products from time to time manufactured by the Company and all other intellectual property rights (including but without prejudice to the generality of the foregoing all trademarks and designations on or patterns of the labels and packages of any products from time to time manufactured by the Company and all manufacturing and sales rights in relation to any products

from time to time manufactured by the Company)

- (h) a fixed charge by way of assignment of the benefit to the Company of all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property including (but without limitation) all rights and claims of the Company against all persons who now are or who at any time have been or may become lessees sub-lessees or licensees of the whole or any part or parts of the Real Property and all guarantors and sureties for the obligations of such persons to hold the same unto the Lender
- (i) a fixed charge by way of assignment of the Company's interest in:
 - (i) the benefit of all guarantees warranties and representations given or made by and any rights or remedies against all or any of the professional advisors now or at any time engaged by the Company in relation to the Charged Property and the manufacturers suppliers or installers of all plant machinery fixtures fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person firm or company now or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant machinery fixtures fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any of such persons
 - (ii) the benefit of all rights and claims to which the Company is now or may hereafter become entitled under all building contracts relating to all or any part of the Real Property entered into by the Company or to be entered into by the Company and all guarantees warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to all or any part of the Real Property including all liquidated and ascertained damages under any such building contract and all invoices fees notes bills documents and papers in respect thereof and

(without limitation) the right to prosecute in the name of the Company any proceedings against any such persons in respect of any act omission neglect default breach of contract or breach of duty whether relating to the design construction inspection or supervision of the construction of any buildings forming part of the Real Property or to the quality or fitness for use of any part of the Real Property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons

(j) a fixed charge by way of assignment (in so far as the Company is able):

- (I) the benefit of all Agreements for Lease and all the proceeds of any payment of any claim awards and judgments arising out of such Agreements for Lease and all sums paid or payable to the Company under or in respect of any such Agreements for Lease including (without limitation) all deposits under any Agreements for Lease
- (II) the benefit of all Rental Income and all right title and interest to and in the same and the benefit thereof and the right to make demand for and to receive the same but so that nothing in this sub-clause nor any express arrangement in respect of the Rental Income under the Facility Agreement shall constitute the Lender as mortgagee in possession and the Company hereby covenants at any time during the continuance of this security to give to the Lender such information in regard to the Rental Income as the Lender shall require and if so requested to instruct all or any tenants of the Real Property to pay the Rental Income direct to an account with the Lender or such other bank as the Lender may designate in the name of the Company Without prejudice to any other remedy of the Lender in case of default by the Company in payment of interest the Lender shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account in full or partial satisfaction of the interest from time to time due from the Company to the Lender but not so as to limit the rights of the Lender in respect of such Rent Account once a demand for repayment has been made or the Indebtedness has otherwise become payable At any time after (i) a demand for repayment has been made or (ii) an Enforcement Event has

occurred, the Lender may without further demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Rent Account in or towards satisfaction of the Indebtedness (and if less than the whole as the Lender shall select)

- (iii) all that interest of the Company in any insurance policies maintained in respect of the Real Property
- (iv) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Borrower in respect of the Real Property
- (v) all sums paid or payable and any other consideration given or to be given for the disposal of an interest in all or part of any Real Property or of any shares in any person which owns or whose subsidiary owns all or any part of any Real Property and the right to make demand for and receive the same
- (vi) any policy of insurance in which the Borrower may at any time have an interest and all proceeds paid or payable thereunder
- (vii) any contract or agreement to which the Borrower is a party
- (viii) any trade or building contracts or related documents to which a contractor is party, consultant appointments, specifications, required consents, each bond and guarantee entered into in favour of the Borrower to secure payments and or performance under the development documents, each occupational lease, agreement for lease and any other development document howsoever described
- (ix) any collateral warranty given by any contractor or consultant (in each case howsoever described) and any equivalent rights and warranties conferred or to be conferred by any contractor or consultant pursuant to the Contracts (Rights of Third Parties) Act 1999, in each case in respect of each development document to which it is a party, in favour of the Lender

- (k) a fixed charge on each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby
- (l) a fixed charge on the benefit of any authorisation, consent, approval, resolution, licence exemption, filing, notarisation or registration held in connection with its use of any Charged Property;
- (m) a fixed charge on rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so recovered
- (n) a floating charge on all the undertaking and all other the stock-in-trade work-in-progress pre-payments and other property assets and rights of the Company both present and future and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge so created

4.2 Each of the charges hereby created shall rank fixed in order of priority as first fixed or floating (as may be specified) charges or assignments (as may be specified)

4.3 The Lender may at any time by notice to the Company convert the floating charge constituted under Clause 4.1(n) (Security) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.

4.4 The Company shall not during the continuance of the security hereby constituted without the previous consent in writing of the Lender create or permit to subsist any Security Interest on any of the Charged Property nor sell transfer or otherwise dispose of its undertaking or any portion thereof nor sell assign discount factor charge or otherwise dispose of or deal with the Book Debts claims and rights charged by it hereunder

4.5 Without prejudice to the generality of the security hereby constituted it is hereby declared that the security hereby created shall not be satisfied by any partial or intermediate payment but shall constitute a continuing security for the payment of all sums obligations and liabilities present or future actual or contingent which shall on the execution hereof or at any time hereafter be or become owing by the Company

to the Lender in any manner or on any account whatsoever notwithstanding any settlement of account the reduction or repayment of the amount for the time being owing or any other matter or thing whatsoever

- 4.6 The security hereby created is independent of and in addition to and shall not be in any way prejudiced or affected by and shall not prejudice or affect any other security or securities which the Lender may now or from time to time hold or take from or on account of the Company whether from the Company or any other person
- 4.7 If at any time the Indebtedness has been fully discharged and repaid and the Company has no actual or contingent liability to the Lender the Lender shall (at the request full cost and in such manner as the Company shall reasonably require) release or re-assign to the Company (as the case may be) the Charged Property without recourse or warranty and otherwise release the Company from the security hereby created

5. RESTRICTIONS AFFECTING AND COVENANTS RELATING TO THE REAL PROPERTY

- 5.1 The statutory power of leasing entering into agreements for leases varying leases and accepting surrenders of leases shall not during the continuance of this security be exercisable by the Company without the prior written consent of the Lender nor without such consent as aforesaid shall the Company grant agree to grant or vary any lease or tenancy of the Real Property or any part thereof or approve assignments or underlettings of leases or tenancies of the Real Property or any part thereof which if granted would be valid as between the Company and the lessee or tenant but not binding on the Lender but it shall not be necessary to express such consent in any lease agreement variation or surrender
- 5.2 During the continuance of this security no person or persons (other than the Company) shall be registered under the Land Registration Act 2002 as proprietor of the Real Property or any part thereof without the consent in writing of the Lender and the costs incurred by the Lender in lodging from time to time a notice or restriction against registration of the Real Property shall be deemed to be costs properly incurred by it hereunder
- 5.3 The Company will during the continuance of this security duly observe and perform all restrictive and other covenants and stipulations affecting any of the Real Property

and will keep the Lender indemnified in respect of all actions proceedings costs claims and demands whatsoever occasioned by any breach of any such covenants or stipulations

- 5.4 The Company will not at any time during the continuance of this security make or suffer to be made any structural alterations in or additions to any buildings on the Real Property or any part thereof or carry out or suffer to be carried out on the Real Property or any part thereof any development as defined in the Planning Acts or make or suffer to be made any material change in the use thereof without the prior consent in writing of the Lender
- 5.5 The Company will promptly (and in any event, within ten days) following the receipt of notice of the same by it give full particulars to the Lender of any notice order direction designation resolution or proposal having specific application to the Real Property or to the area in which it is situate given or made by any planning authority or other public body or authority whatever or in pursuance of the powers conferred by any other statute and will also promptly and at its own cost take all reasonable or necessary steps to comply with any such notice or order (unless bona fide contested by the Company) and will, at the request of the Lender, but at its own cost make or join with the Lender in making such objection, appeal or representation against or in respect of any proposal for such a notice or order as the Lender shall deem expedient
- 5.6 The Company will not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Real Property or any part thereof required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts and will at all times hereafter indemnify and keep indemnified the Lender against all actions proceedings costs expenses claims and demands whatsoever in respect of any such act matter or thing contravening the provisions of the Planning Acts as aforesaid
- 5.7 The Company will observe and perform the covenants stipulations and conditions on the landlord's part contained in the leases of the leasehold properties forming part of the Charged Property (if any) and use its reasonable endeavours to procure the observance and performance by the tenant under the said leases of the covenants stipulations and conditions on the part of the tenant to be observed and performed
- 5.8 The Company shall not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) serve any notice on any former tenant

on any part of the Real Property under Section 17 Landlord and Tenant (Covenants) Act 1995 but subject thereto shall use its reasonable endeavours to procure the payment of rents reserved by and the observance and performance of the covenants stipulations and conditions contained in all leases of the Real Property derived out of the Company's interest therein and on the part of the tenants thereunder to be paid observed and performed and to observe and perform the covenants stipulations and conditions on the part of the Company to be observed and performed thereunder

6. CONDUCT OF BUSINESS

The Company hereby covenants with the Lender that it shall at all times during the continuance of the security hereby constituted:

- (a) conduct and carry on the business of the Company in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business and shall keep the said books of account and all other documents relating to the affairs of the Company at the Company's registered office or other place or places where the same ought to be kept and punctually pay as the same become due all debts and liabilities which by virtue of the provisions of the Insolvency Act 1986 or otherwise would have priority to the charges hereby created or any of them
- (b) punctually pay or cause to be paid all rents rates taxes duties assessments and other outgoings payable in respect of the Company's property and assets and when required produce to the Lender the receipts for such payments
- (c) save as set out in the Development Appraisal, keep the Real Property and all buildings thereon and all plant machinery fixtures fittings vehicles computers equipment and effects and every part thereof in good and substantial repair and in good working order and condition and permit the Lender and/or its representative or agent free access at all reasonable times and on reasonable notice to view the state and condition of any such buildings without becoming liable to account as mortgagee in possession and punctually pay the rents and perform the covenants reserved by or contained in any lease under which any of the Real Property may be held but shall take no step whatsoever whereby any such lease may be surrendered or forfeited failing which the Lender may at the expense of the Company carry out any repairs or take any action which it shall consider necessary

- (d) insure and keep insured on the terms of this sub-clause and at the Company's expense all such parts of the Real Property as are of an insurable nature and to pay all premiums or other sums necessary to effect and maintain such insurance on or prior to the date on which the same become due. In the event that such premiums or other sums are not satisfied the Lender shall have the right (but not the obligation) to pay such premium or other sums which payment shall form part of the Indebtedness

Such Insurance shall be effected:

- (i) through brokers and with an insurance company or underwriters previously approved by the Lender in writing
- (ii) in the names of the Company and the Lender as composite insured
- (iii) against loss or damage by fire explosion storm tempest flood lightning earthquake terrorism impact aircraft and articles dropped therefrom riot civil commotion malicious damage bursting and/or overflowing pipes/tanks oil leakage subsidence landslip and heave (and in the time of war against war risks under any statutory insurance scheme which may be applicable to the Real Property) and such other risks and contingencies as the Lender shall from time to time require
- (iv) in a value equal to the full cost of reinstatement from time to time (as approved by the Lender) including a proper provision for cost inflation over any period that might be required for planning and negotiation and the reconstruction period plus the cost of demolition and debris removal and architects surveyors and all other professional fees at a minimum of 12½% of the reinstatement cost and the cost of complying with local authority and other statutory requirements
- (v) to include 3 years' loss of rent from the Real Property as a result of destruction thereof or damage thereto in consequence of any insured risk in an amount approved by the Lender taking account of the then estimated rental value of the Real Property

- (vi) to include mortgagee and tenant non-invalidating clauses acceptable to the Lender

Where the Real Property is undergoing development redevelopment construction or other building works the Company shall effect such further insurance as shall be required and specified by the Lender

The Company shall produce to the Lender the policy or policies of such insurance and the receipts for premiums or other payments and (if required by the Lender) obtain confirmation from the insurance company or underwriters that the use of the Real Property and its type of construction have been notified to it or them and that all mechanical services at the Real Property are covered by the insurance policy in question

The Company shall produce to the Lender confirmation from the insurance company or underwriters that such insurance cover shall not be altered or cancelled without prior reference to the Lender

All monies received by virtue of any such insurance shall be deemed part of the Real Property and shall be paid to the Lender and shall (subject only to the rights of third parties under any statute relating to such insurance or under the terms of any lease or underlease) be applied in making good the loss or damage in respect of which such monies were received or at the request of the Lender deposited with it as security for the Indebtedness upon such terms as to assignment set-off charge or otherwise as it shall in its absolute discretion require or if the Lender in its absolute discretion so elects and the provisions of any lease or underlease so permit in or towards discharge of the Indebtedness

- (e) maintain in addition to the insurances required under sub-clause (d) above all such other insurances as are normally maintained by prudent persons carrying on similar businesses
- (f) observe and perform all restrictive and other covenants and stipulations for the time being affecting the Charged Property or the mode of user or the enjoyment of the same or any part thereof
- (g) permit the Lender and/or its representatives or agents free access at all

reasonable times to inspect and take copies of and extracts from the books accounts and records of the Company and furnish the Lender with all information and facilities which it may require and pay all expenses incurred by the Lender in connection therewith

- (h) supply to the Lender in such form and detail as the Lender shall require within 14 days of the end of each calendar month a schedule of Book Debts arising within such month The Lender may at any time require the Company to pay into the Company's account or accounts with the Lender or to such other account as the Lender may designate all monies which the Company may receive in respect of the Book Debts and other debts claims and rights charged by it hereunder and if called upon to do so at any time by the Lender to execute a legal assignment of the same to the Lender (and in the case of such account being with a bank other than the Lender to serve such notices of the Lender's interest on such bank in such form as the Lender may reasonably require and to use its reasonable endeavours to procure that the said bank acknowledges receipt of the aforesaid notices in a form satisfactory to the Lender) such assignment to be in such form as the Lender shall in its absolute discretion require
- (i) If called upon to do so at any time by the Lender in such form as the Lender shall require and whenever requested by the Lender and at the Company's cost (provided that prior to an Enforcement Event, such costs shall be reasonable):
 - (I) execute over all or any of the Real Property a further charge or charges by way of legal mortgage or legal sub-mortgage as the case may be in favour of the Lender
 - (II) affix to such items of the Charged Property or indorse or cause to be indorsed as the Lender shall stipulate such labels signs memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to this Deed
 - (III) serve notice on any person who is a party to a document or proceeding involving the Company the benefit of which has been assigned or charged (in any manner whatsoever) to the Lender

hereunder of the Lender's interest in the Charged Property such notice to be in such form as the Lender may require and to use its reasonable endeavours to procure that such person acknowledges receipt of the aforesaid notices in a form satisfactory to the Lender

- (j) If required by the Lender pay into the Company's account or accounts with the Lender or to such other account as the Lender may designate all monies which the Company may receive in respect of the Book Debts and other debts claims and rights charged by it hereunder and if called upon to do so at any time by the Lender execute a legal assignment of the same to the Lender such assignment to be in such form as the Lender shall in its absolute discretion require (and in the case of such account being with a bank other than the Lender to serve such notices of the Lender's interest on such bank in such form as the Lender may require and use its reasonable endeavours to procure that the said bank acknowledges receipt of the aforesaid notices in a form satisfactory to the Lender)
- (k) pay into the Company's account or accounts with the Lender all monies which the Company may receive in respect of Interests in Securities and if called upon to do so at any time by the Lender execute over all or any of the Interests in Securities a further charge or charges by way of legal mortgage in favour of the Lender and/or transfers of the Interests in Securities into any nominee company of the Lender in such form as the Lender shall require
- (l) insofar as applicable, deposit with the Lender and the Lender shall be entitled to hold and retain:
 - (i) all deeds and documents of title relating to the Real Property or any other freehold and leasehold property owned by the Company for the time being and the insurance policies relating to the same
 - (ii) all stock and share certificates and documents of title relating to Interests in Securities and
 - (iii) all deeds and documents of title (if any) relating to the Book Debts and other debts claims and rights charged by the Company hereunder

- (m) procure that save as contemplated by this Deed or with the previous consent in writing of the Lender neither the Company nor any subsidiary (as defined by Section 736 of the Companies Act 1985) of the Company at any time during the continuance of the security hereby constituted (or in the case of a company becoming a subsidiary of the Company at any time after the date of its becoming a subsidiary) shall:
- (i) borrow or raise any monies or allow any borrowed monies to remain outstanding otherwise than from the Company or other subsidiary of the Company (save for the purpose of repaying monies borrowed and outstanding at the date when it became a subsidiary) and provided that such indebtedness is subordinated to the Indebtedness in a manner satisfactory to the Lender
 - (ii) create or permit to subsist any or allow to arise any Security Interest on the whole or any part of its undertaking or assets
 - (iii) issue any share or loan capital except in the case of a subsidiary to the Company and provided that such shares and/or loans become Charged Property
 - (iv) guarantee the repayment of any share capital or the repayment of the principal amount of any borrowings of any person firm or company
 - (v) accept any bill (other than a bill relating to payment for goods purchased in the ordinary course of business) nor open any acceptance credit
 - (vi) assign or otherwise dispose of all or any part of its interest in any share or loan capital
- (n) not without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) acquire from any supplier any goods upon terms that the ownership of or any interest in such goods shall remain vested in such supplier until such supplier has been fully paid for such goods
- (o) not determine repudiate or breach the terms of any contract of employment

with any director or senior employee of the Company without the prior consent of the Lender and notify the Lender of any repudiation or material breach of any contract of employment by any director or senior employee

- (p) comply in all material respects with all legislation affecting it
- (q) not elect to waive any exemption pursuant to paragraph 2(1) of Schedule 6(A) of the Value Added Tax Act 1983 in respect of value added tax in respect of the Real Property except with the prior written consent of the Lender and to elect to waive any such exemption if so required by the Lender

7. FINANCIAL INFORMATION

During the continuance of this security the Company shall:

- (a) furnish to the Lender yearly or more often if so reasonably required by the Lender at the Company's expense a balance sheet profit and loss account and trading accounts showing the true position of the affairs of the Company and all Group Companies at a date not more than three months earlier and certified by the auditors for the time being of the Company from time to time
- (b) furnish the Lender with such other information regarding the affairs of the Company and all Group Companies as the Lender may reasonably require and take such reasonable steps as the Lender may require in relation to the implementation of financial controls
- (c) furnish to the Lender within 21 days of the end of each successive period of 3 months commencing on the date hereof management accounts in a form required by the Lender comprising profit and loss account and trading accounts for the relevant period and a balance sheet as at the last day of the relevant period such accounts to be duly certified by two directors or the finance director of the Company for the time being

8. REPRESENTATIONS AND WARRANTIES

8.1 The Company warrants and represents to the Lender that:

- (a) the Company has full power to enter into this Deed and to exercise its rights

and perform its obligations hereunder and all corporate or other action required to authorise the execution of this Deed by it and the performance by it of its obligations hereunder has been duly taken

- (b) the Company has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of the Company's knowledge and belief) threatened against it for its winding-up dissolution or re-organisation or for the appointment of a receiver trustee or similar officer of its or of any or all of its assets or revenues
- (c) the Company is not in breach of or default under any agreement to which it is a party or which is binding on it or any of its assets to an extent or in a manner which might have a material adverse effect on its business or financial condition
- (d) no action or administrative proceeding of or before any court or agency which might have a material adverse effect on the business or financial condition of the Company has been started or threatened
- (e) the Company's accounts for its latest financial year give (in conjunction with the notes thereto) a true and fair view of the financial condition of the Company at that date and the results of the Company's operations during such financial year
- (f) since publication of the said accounts there has been no material adverse change in the business or financial condition of the Company
- (g) the Company did not as at the date hereof have any liabilities (contingent or otherwise) which were not disclosed by or reserved against in the said accounts (or the notes thereto) nor were there at that date any unrealised or anticipated losses of the Company arising from commitments entered into by it which were not so disclosed or reserved against
- (h) the execution of this Deed and the Company's exercise of its rights and performance of its obligations hereunder and under any agreement between the Lender and the Company will not result in the existence of nor oblige the Company to create any Security Interest over all or any of its present or future revenues or assets

- (i) the information provided by the Company to the Lender in connection with any agreement between the Lender and the Company was true complete and accurate in all material respects and the Company is not aware of any material facts or circumstances that have not been disclosed and which might if disclosed adversely affect the decision of a person considering whether or not to provide finance to the Company
- (j) the execution of this Deed and the Company's exercise of its rights and performance of its obligations hereunder and under any agreement between the Lender and the Company do not constitute and will not result in any breach of any agreement to which it is a party or which is binding on it or its property
- (k) the Company has sufficient financial resources available to meet its existing commitments and that there has been no adverse change since the date of its latest published audited Accounts in its financial condition business or assets
- (l) to the best of the Company's knowledge and belief no high alumina cement blue asbestos or other deleterious materials were used in the construction of the Charged Property

8.2 For the purpose of this Clause such representations and warranties shall be deemed to be repeated by the Company on each and every date the Company draws funds from the Lender and on each date interest is charged by the Lender.

9. DEMAND AND ENFORCEMENT

The monies hereby secured shall become immediately due and payable upon any Demand being made whereupon the Company shall be bound to put the Lender in funds immediately in full cover of all contingent or future liabilities and the Lender shall cease to be under any obligation to the Company under the Facility Agreement.

On and at any time after a Demand has been made and/or an Enforcement Event has occurred, the Security Interests created by or pursuant to this Deed are, immediately enforceable and the Lender may, without notice to the Company or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of that Security Interest (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers

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

The statutory powers of leasing may be exercised by the Lender at any time on or after this Deed has become enforceable in accordance with this Clause 9 and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.

For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under the Company and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.

10. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

- 10.1 At any time after the monies hereby secured shall have become payable or after this Deed has become enforceable in accordance with Clause 9 or if a petition or application is presented for the making of an administration order in relation to the Company or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Company or files such a notice with the Court or if requested by the Company the Lender may :-

- (a) from time to time appoint in writing under the hand of a duly authorised officer of the Lender any person or persons to be a receiver or receiver and manager of the Charged Property or any part thereof; and/or
 - (b) appoint one or more persons to be an administrator of the Company
- 10.2 The Lender may from time to time in writing under the hand of a duly authorised officer of the Lender remove any receiver or receiver and manager appointed pursuant to Clause 10.1 of this Deed and appoint another or others in his stead
- 10.3 If at any time and by virtue of any appointment pursuant to this Clause 10 any two or more persons shall hold office as receiver or receiver and manager each such person shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on a receiver or a receiver and manager individually and to the exclusion of the other or others of them
- 10.4 The powers of appointment of a Receiver set out in this Clause 10 shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property.

11. POWERS OF RECEIVER

Any receiver or receiver and manager whether appointed solely or jointly shall (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them) have the following powers (in addition to those conferred on such a receiver or receiver and manager or on mortgagors or mortgagees in possession under the Act and the Insolvency Act 1986) namely:

- (a) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (b) to take possession of collect and get in the Company's property and assets
- (c) to act generally as or to appoint a manager of the business of the Company and to carry on or authorise or concur in carrying on the business of the

Company in such manner and for such period as he shall in his discretion think fit and the Lender shall approve and for that purpose to borrow money on the security of the Company's property and assets in priority to this Deed or otherwise and whether from the Lender or any other person

- (d) to manage sell let repair decorate alter improve or add to all or any part of the Charged Property and other (if any) property of the Company or concur in so doing and to let on hire lease and accept surrenders of leases and tenancies or concur in so doing and to charge mortgage or otherwise deal with or dispose of any of the Charged Property and to exchange or concur in exchanging all or any part thereof in such manner and generally on such terms and conditions as he shall think fit and with all the powers in that behalf of an absolute beneficial owner and to carry such sale letting on hire leasing surrender charge mortgage or other dealing or disposal into effecting such transaction in the name or on behalf of the Company or otherwise and to give effective receipts and discharges
- (e) in particular but without prejudice to the generality of the foregoing power sell or concur in selling by public auction or private contract any of the property upon such terms and for such consideration (whether payable by a lump sum or by instalments) as he may think fit and in particular to sell or concur in selling the business and undertaking of the Company as a going concern and to carry any such sale into effect by conveying by deed or transferring in the name and on behalf of the Company or otherwise Plant machinery and other fixtures and fittings may be severed and sold separately from the premises upon which they are situate
- (f) enter into any arrangement or compromise which he may consider expedient whether in his own name or in the name or on behalf of the Company
- (g) for all or any of the said purposes appoint managers officers employees or agents at such salaries or remuneration as he may determine
- (h) make or require the directors of the Company to make such calls upon the shareholders of the Company in respect of any capital of the Company which may be uncalled as he may think expedient and to enforce payment of any call so made by action in his own name or on behalf of or in the name of the Company

- (i) for any of the said purposes act and take any proceedings in the name and on behalf of the Company or otherwise as he may think expedient
- (j) without any further consent by or notice to the Company exercise all or any of the powers and authorities conferred on a receiver under the provisions of the Act
- (k) do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforementioned
- (l) take any indemnity from the Company from and against all actions claims expenses demands and liabilities whether arising out of contract or out of tort or in any other way incurred by him or by any manager agent officer servant or workman for whose debt default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under this Deed or under any appointment duly made under the provisions of this Clause and if he thinks fit but without prejudice to the foregoing to effect with any insurance company or office or underwriters any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity from the Company
- (m) make any arrangements or compromise which he shall think expedient in the interest of the Lender
- (n) make such repairs improvements and renewals to such of the plant machinery and other effects of the Company or any subsidiary as he shall think fit
- (o) obtain all planning permissions building regulation approvals and other permissions consents or licences for the development of the Real Property or any part thereof and to effect complete and/or carry out any development building or other works (including any works-in-progress on the Real Property or any part thereof at the date of his appointment) as he shall in his absolute discretion think fit and to require the Lender to lend to the Company such monies as may be required to enable the Company to effect complete and/or carry out any such works as aforesaid. Any monies borrowed by the Lender as aforesaid shall be further advances made by the Lender to the Company

shall bear interest at the rate specified in Clause 3 and shall be secured by the charges created by Clause 4

12. SUPPLEMENTAL PROVISIONS RELATING TO A RECEIVER

12.1 Any receiver or receiver and manager whether solely or jointly so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults (save in the case of wilful default or misconduct) and for his remuneration subject to the provisions hereof

12.2 Subject to the provisions contained in this Deed as to the application of insurance monies all monies received by any receiver or receiver and manager appointed in respect of this security shall (by way of variation of the provisions of the Act) be applied as follows:

first in repayment of all expenses, costs and liabilities properly incurred by him in the discharge of his duties and powers as receiver or receiver and manager and in the payment and discharge of his commission or other remuneration secondly in providing for the remaining matters specified in paragraphs (i) to (iii) of sub-section (8) of Section 109 of the Act where directed to do so by the Lender and thirdly in or towards satisfaction of the monies liabilities and interest hereby secured

12.3 The Lender shall not nor shall any receiver or receivers appointed hereunder be liable to account as mortgagee or mortgagees in possession in respect of the Charged Property or any part thereof or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Charged Property or any part thereof for which the mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Lender or any receiver or receivers appointed hereunder (including the costs of any proceedings to enforce the security hereby given) shall be paid by the Company on a solicitor and own client basis and so be charged on the Charged Property

12.4 The foregoing powers of appointment of a receiver shall be in addition to and not to the prejudice of any statutory and other powers of the Lender or any receiver or receivers appointed hereunder under the Act so that the statutory power of sale shall be exercisable without regard to Section 103 of the Act and so that such powers shall be and remain exercisable by the Lender in respect of any part of the Charged Property in respect of which no appointment of a receiver or receivers by the Lender

shall from time to time be subsisting or notwithstanding that an appointment under the provisions hereof shall subsist in respect of any other part of the Charged Property

13. GENERAL PROVISIONS

- 13.1 Section 103 of the Act shall not apply and the power of sale and other powers conferred on mortgagees by the Act shall apply to this Deed but without the restrictions therein contained as to giving notice or otherwise and so that for the purposes of a sale or other exercise of the powers conferred by this Deed or by the Act or any of them the whole of the monies hereby secured shall be deemed to be due and payable immediately on the execution of this Deed
- 13.2 The restrictions on the right of consolidating mortgage securities which are contained in Section 93 of the Act shall not apply to this Deed
- 13.3 All monies from time to time received by the Lender and held for the account of the Company may in default of payment by the Company as and when required of any monies hereby secured be applied by the Lender in reduction of such liabilities of the Company to the Lender as the Lender in its discretion shall think fit. No payment received for the account of the Company after the Lender shall have received or be affected by actual or constructive notice of any subsequent mortgage or charge on any of the Charged Property shall be appropriated towards or have the effect of payment of any part of any monies hereby secured at the time when the Lender received or was affected by such notice but such payment shall be credited to a new account with the Lender in the name of the Company and any monies subsequently drawn out by the Company shall be debited to such account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Company to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate or reduce the amount due from the Company to the Lender at the time when it received such notice.
- 13.4 All or any of the powers authorities and discretions hereby conferred either expressly or by reference on a receiver or receiver and manager appointed hereunder may be exercised by the Lender without first appointing a receiver or receiver and manager or notwithstanding any such appointment

- 13.5 The Company hereby covenants to pay on demand all costs charges and expenses incurred by the Lender or by any receiver or receiver and manager whether solely or jointly appointed by it in the exercise of any power conferred by this Deed or which they or any of them shall properly incur in or about the preservation or attempted preservation of this security or of the Charged Property or any of the Company's other property or assets together with interest as from the date of the same having been incurred until payment at the rate for the time being payable hereunder in respect of interest on the principal monies intended to be hereby secured (which shall be payable as well after as before any judgment hereunder) and all monies payable by the Company hereunder shall be secured on the Charged Property
- 13.6 The Company hereby irrevocably appoints the Lender (including any Security Beneficiary and any Receiver appointed by a Security Beneficiary) and any receiver or receiver and manager appointed as aforesaid jointly and also separately to be the attorney of the Company (with full power of substitution and whether or not any demand has been made by the Lender or the Lender's powers of enforcement have otherwise arisen) for the Company and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments acts and things which may be required or which the Lender or any receiver or receiver and manager appointed by it shall think fit for carrying out any obligation imposed on the Company hereunder or for carrying any sale lease charge mortgage or dealing by the Lender or by any receiver or receiver and manager appointed by it into effect or for giving to the Lender the full benefit of this Deed and generally to use the name of the Company in the exercise of all or any of the powers conferred on the Lender or any receiver or receiver and manager appointed by the Lender and this appointment shall operate as a general power of attorney given under the Powers of Attorney Act 1971 **PROVIDED** that:-
- (i) the Lender shall not exercise the power contained in this Clause unless and until any Demand has been made or the Company has otherwise failed to comply with any of its obligations under this Deed or an Enforcement Event has occurred but
 - (ii) the exercise of such power by the Lender shall not put any person dealing with it upon any enquiry as to whether any condition set out in paragraph (i) above has been satisfied nor shall any such person be in any way affected by notice to the contrary and the exercise by

the Lender of the power contained in this Clause shall (as between the Lender and any such person) be conclusive evidence of the Lender's right to exercise the same

Nothing herein contained shall affect the rights and powers of the Lender and/or any receiver appointed by the Lender under Sections 101 and 104 of the Act and the rights created by any appointment made hereunder shall be in addition to the rights conferred by the said Sections 101 and 104

- 13.7 It shall be lawful for the Lender or any receiver or receiver and manager appointed as aforesaid at any time to exercise for and on behalf of the Company any or all the powers conferred on a landlord and tenant by the Landlord and Tenant Acts 1927 to 1954 in respect of the Real Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised and the Company hereby covenants with the Lender that it will as and when received deliver to the Lender all notices served on the Company in respect of the Company's property under the said Acts and the Company hereby irrevocably appoints the Lender (including any Security Beneficiary and any Receiver appointed by a Security Beneficiary) and any receiver or receiver and manager appointed as aforesaid its attorney for the Company and in the name of the Company and on the Company's behalf or otherwise to sign seal and deliver all notices and documents as the Lender or any receiver or receiver and manager appointed by it as it may deem necessary or desirable for carrying out any of the powers vested in the Company by the said Acts in respect of the Real Property including power to execute any lease or counterpart of any lease to be granted with power to give receipts for any compensation monies payable by a landlord and with power for any receiver or receiver and manager appointed by the Lender to enter into any arrangements with the Lender or any receiver or receiver and manager appointed by it as it may consider necessary and with power for the Lender on a sale or other dealing with the Real Property to execute an assurance mortgage to itself of any lease granted under the said Acts or otherwise or other document vesting the property or any part thereof in itself or any other person whether for a term of years or otherwise Provided that nothing that shall be done by or on behalf of the Lender hereunder shall render it liable to account as mortgagee in possession
- 13.8 No purchaser or other person or company shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of its powers or of any receiver or receiver and manager appointed by it to exercise any of his or their

powers has arisen or not or be concerned with notice to the contrary

- 13.9 The Company shall at any time at the request of the Lender but at the cost of the Company execute any other or further legal mortgage charge or other instrument conferring a Security Interest in such form as the Lender may require or such other charge as the Lender may in its discretion think fit over any of the Charged Property for the purpose of securing all monies and liabilities intended to be thereby secured
- 13.10 It is agreed that in addition to any right of set-off or other similar right to which the Lender may be entitled in law the Lender may at any time and without notice to the Company combine and consolidate all or any of the accounts between the Company and the Lender and/or set-off any monies whatsoever and whether on current account or deposit account and whether in Sterling or in any other currency against any liabilities whatsoever whether in Sterling or in any other currency which may be due or accruing to the Lender from the Company whether such liabilities are or may be joint or several or primary or contingent
- 13.11 All payments to be made by the Company to the Lender hereunder shall be made in immediately available funds free and clear of and without deduction for any bank costs transfers charges taxes levies imposts duties charges fees deductions or withholding of any nature now or hereafter imposed by any governmental authority in any jurisdiction or taxing authority thereof or therein unless the Company is compelled by law to deduct or withhold any such amounts. If the Company is compelled by law to deduct or withhold any such amounts the Company will pay to the Lender such additional amount as will result in the payment to the Lender of the full amount which would have been received but for such deduction or withholding. Provided that if the Lender shall be or become entitled to any credit (whether by deduction or otherwise and without any obligation on the part of the Lender to seek to become so entitled) in respect of any tax levy impost duty charge or fee deducted or withheld in computation of the taxes payable by the Lender on its overall net income and if the Company shall have paid any additional amount as provided in this sub-clause then the Lender will pay to the Company (after receipt by it of the same) an amount equal to the lower of such additional amount and such credit and the Lender will take such action as it in its sole discretion may consider reasonable in all circumstances for the purpose of utilising such credit in an equitable manner having regard to other credits available

- 13.12 If the effect of any applicable law regulation or direction or the interpretation thereof

by an authority charged with the administration thereof (including the imposition modification or extension of any reserve requirement but excluding the imposition or increase of any taxation chargeable by reference to the Lender's profits) or any change therein is to increase the cost to the Lender of fulfilling or maintaining its obligations under any agreement between the Lender and the Company or all or any other loans made by the Lender at any time and from time to time or to reduce the amount of principal or interest receivable by the Lender by an amount which the Lender deems to be material then the Company shall pay to the Lender upon its written demand as additional interest such additional amount (determined by the Lender) as shall compensate the Lender for all or such part as it may in its absolute discretion determine of such additional cost or reduction

- 13.13 If any sum becomes due for payment under any agreement between the Lender and the Company on a day which is not a Business Day such sum shall be deemed to be due on the next succeeding Business Day
- 13.14 Each notice request demand or other document to be given or made hereunder shall be in writing addressed to the relevant party at the relevant party's address specified herein unless it has communicated another address in writing to the other party in which case it must be sent to the last address communicated to the other for this purpose Any notice request demand or other communication to be given or made by one party to the other shall be deemed made (i) when transmitted (if given or made by telex or facsimile) or (ii) when left at the address mentioned above or (iii) if sent by pre-paid first class or recorded next day delivery the first (1st) Business Day after posting
- 13.15 A certificate signed by an official of the Lender as to the amount at any time secured hereby shall save in the case of manifest error be conclusive evidence as against the Company of the amount so owing
- 13.16 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Company to the Lender or any right or remedy of the Lender thereunder and the charges hereby created are in addition to any existing or future charges or other security held by or on behalf of the Lender for the liabilities of the Company to it
- 13.17 The Lender may at any time or times without discharging or in any way affecting the

security hereby created or any remedy of the Lender thereunder grant to the Company or to any other person time or indulgence or abstain from perfecting or enforcing any remedies securities guarantees or rights which it may now or hereafter have from or against the Company or any other person

13.18 The Company undertakes to notify the Lender of any freehold or leasehold property which it now owns or which it may hereafter acquire the title to which is registered or to be registered at the Land Registry and in relation to any such property hereby certifies that the charges hereby created do not contravene any of the provisions of its Memorandum and Articles of Association

13.19 The security hereby created shall extend to all advances and other accommodation past and future from the Lender notwithstanding its absorption by or amalgamation with any other bank or banks and to all advances and other accommodation from any such absorbing or amalgamated bank in like manner as if such absorbing or amalgamated bank were named in and referred to herein instead of the Lender

13.20

(a) Save in the case of wilful default or misconduct neither the Lender nor any receiver or receiver and manager appointed by the Lender shall in or in relation to or in connection with the exercise of any power (including any power of sale or leasing) conferred upon the Lender or any such receiver or receiver and manager by any statute or rule of law or this Deed be under any duty of care or other obligation of whatsoever description to the Company and save as aforesaid any liability on the part of the Lender or any such receiver or receiver and manager to the Company as the result of or in consequence of any breach of any duty or obligation that may notwithstanding the provisions hereof arise is hereby expressly excluded

(b) The Company hereby agrees save insofar as may be required or requested by any receiver or receiver and manager appointed by it hereunder or by the Lender that so long and during such time as there may be any appointment of a receiver or receiver and manager subsisting hereunder it will not through or by its directors and/or agents and/or servants seek to take any steps or action in relation to the conduct of its affairs or business or the recovery of any of its assets without the prior written consent of the Lender

13.21 No delay in exercising nor failure to exercise any right or power or remedy hereunder

shall impair such right power or remedy or be (or be construed as) a waiver of or acquiescence in any default by the Company. The rights and remedies provided by this Deed are cumulative and shall be in addition to any other rights of the Lender against the Company.

13.22 None of the provisions of this Deed shall take effect for the purpose of Section 36A of the Companies Act 1985 until this Deed has been formally dated by or on behalf of the Lender and the Company.

13.23 The Lender may charge, assign, transfer by novation, syndicate or allow other parties to participate in, or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights in and/or the benefit of the whole or any part of (i) the Indebtedness due from the Company to it and (ii) the security created by this Deed and accordingly may disclose such information relating to the Company the Charged Property or the Facility Agreement as it may in its absolute discretion determine. The Company shall not be entitled to assign any of its rights or transfer any of its rights or obligations under this Deed.

13.24

(a) The Company being the registered proprietor of the Real Property hereby applies to the Chief Land Registrar to enter a restriction against the title(s) referred to in the Schedule hereto as follows:

"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 contained in the Mortgage Debenture dated 2018 in favour of AP PROPERTY FINANCE DAC referred to in the charges register"

(b) The Company hereby applies to the Chief Land Registrar for a note to be entered on the Register against the title(s) referred to in the Schedule hereto to the effect that this Deed secures further advances and that the Lender is under an obligation to make further advances.

14. LENDER'S RIGHTS

(a) If the Company (being a company) shall go into liquidation or administration or shall be wound up (whether compulsorily or voluntarily) or if the Company (being an individual) shall become bankrupt or (in either case) make an offer of composition or arrangement with creditors the Lender may prove for the whole of the moneys owing to it by the Company in the same manner as if this Deed had not been created and may agree to accept any composition in respect thereof and receive and retain the whole of the dividends composition or other payments in respect thereof and apply the same in or towards satisfaction of any moneys due from the Company.

(b) The Lender may place and keep to the credit of a suspense account for so long as the Lender may think fit any moneys received pursuant to the terms of this Deed or any other security without any obligation in the meantime to apply the same or any part thereof in or towards discharge of the money for the time being secured.

15. EFFICACY OF DEED

(a) The signature or sealing of this document by or on behalf of a party shall constitute an authority to the solicitors or an agent or employee of the solicitors acting for that party in connection with this document to deliver it as a deed and date it on behalf of that party and it is not intended to take effect as a deed of that party until it has been so delivered and dated on behalf of that party under this authority.

(b) If any of the terms of this Deed are or become invalid or unenforceable (or the security created hereby is ineffective) for any reason under the laws of any jurisdiction such invalidity or unenforceability shall not affect its validity or enforceability in any other jurisdiction or invalidate or make unenforceable any other term or terms of this Deed.

(c) Any waiver by the Lender of any breach of any of the covenants terms or conditions contained in this Deed or other relaxation of the same or any indulgence time or relaxation granted at any time by the Lender to the Mortgagor or any other person shall without any express reservation to that effect be deemed to be without prejudice to and shall not affect the exercise at any time thereafter by the Lender of all and any of its rights and remedies under this Deed as though no such waiver had been made or indulgence time or relaxation granted.

16. NOTICE OF SUB-CHARGE

The Lender hereby gives notice to the Chargors and the Borrower that, by a security agreement dated on or around the date hereof, the Lender has created security by

way of equitable assignment in favour of Situs Asset Management Limited as trustee for the secured parties (the "Security Agent", which expression includes any successor in title, permitted assignee or transferee) over all of the Lender's rights, title and interest in and to this Deed and the other Finance Documents (including all moneys payable thereunder and the proceeds of all claims and judgments for breach of covenant). By executing this Deed the Chargors and the Borrower acknowledge receipt of such notice.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Deed shall be governed by and construed for all purposes in accordance with English Law.
- 17.2 The Company irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Deed and for such purposes irrevocably submits to the jurisdiction of such courts.
- 17.3 Nothing contained in this Clause 16 shall limit the right of the Lender to take proceedings against the Company in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).

IN WITNESS whereof this Deed has been duly executed by the Company and signed by the Lender the day and year first before written

SCHEDULE
(the Real Property)

The freehold land and buildings known as Queens House, Kymberley Road, Harrow, HA1 1YZ registered with title absolute at Land Registry under title number NGL386889

Execution Copy

**EXECUTED AS A DEED BY
HARROW HOLDINGS LIMITED**
acting by a Director in the presence of a witness

Director

Witness:

Signature: _____

Name:

Address:

Occupation

EXECUTED and DELIVERED as a DEED by)
AP PROPERTY FINANCE DESIGNATED)
ACTIVITY COMPANY)
 acting by its duly authorised and lawfully)
 appointed attorney)

Attorney

In the presence of: _____

Witness name:

Witness address:

Witness occupation:

Execution Copy

EXECUTED AS A DEED BY)
HARROW HOLDINGS LIMITED)
acting by a Director in the presence of a witness)

Director

Witness:

Signature:

Name:

Address:

Occupation

EXECUTED and DELIVERED as a DEED by)
AP PROPERTY FINANCE DESIGNATED)
ACTIVITY COMPANY)
acting by its duly authorised and lawfully)
appointed attorney)

Gustavo Nicolosi)
Attorney)

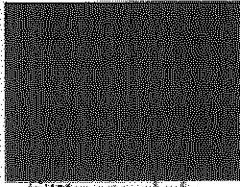
In the presence of: _____)

Witness name:

Witness address:

Witness occupation:

Finbarr O'Neill
1st Floor, 1-2 Victoria Buildings
Haddington Road
Dublin 4, D04 XN32, Ireland
Relationship Manager - Capital Markets


Gustavo Nicolosi
Director