



Registration of a Charge

Company Name: **SUTHERLAND M POWER HOLDINGS LIMITED**

Company Number: **10859646**



Received for filing in Electronic Format on the: **17/08/2023**

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Details of Charge

Date of creation: **17/08/2023**

Charge code: **1085 9646 0007**

Persons entitled: **SANTANDER CONSUMER (UK) PLC**

Brief description: **FREEHOLD PROPERTY AT SOUTH-WEST SIDE OF CHEW ROAD,
WINFORD, BRISTOL. TITLE NUMBER: ST343844**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10859646

Charge code: 1085 9646 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2023 and created by SUTHERLAND M POWER HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2023 .

Given at Companies House, Cardiff on 18th August 2023

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**

FINAL VERSION FOR EXECUTION

DATED 17 August 2023

(1) SUTHERLAND M POWER HOLDINGS LIMITED

and

(2) SANTANDER CONSUMER (UK) PLC

THIRD PARTY LEGAL CHARGE

relating to the freehold property at South-West side of Chew Road, Winford, Bristol.

Title Number: ST343844

WARNING

If you sign this document you will be legally bound by its terms. You should get independent legal advice before signing this document

SH SMITHS

2 Colmore Square
38 Colmore Circus Queensway
Birmingham
B4 6SH
03700 864000
M-01043424

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THIS DEED is dated the 17 day of August 2023 and is made

BETWEEN:

- (1) **SUTHERLAND M POWER HOLDINGS LIMITED**, a company incorporated in England and Wales (Registered number 10859646) whose registered office is at C/O Bishop Fleming Llp, 10 Temple Back, Bristol, United Kingdom, BS1 6FL (the "**Chargor**"); and
- (2) **SANTANDER CONSUMER (UK) PLC**, a company incorporated in England and Wales (Registered number 2248870) whose registered office is at Santander House, 86 Station Road, Redhill, RH1 1SR (the "**Lender**").

BETWEEN:

- (A) The Chargor enters into this Deed in connection with the Facility Agreements (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Agreement for Lease" means an agreement to grant an Occupational Lease for all or part of a Mortgaged Property.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Base Rate" means the monthly published Bank of England base rate, or other such rate as the Lender may notify to the Chargor from time to time, as calculated on the last working day of the month and as rounded up to the next 0.5% (and if the rate is less than 0.5%, it shall be deemed to be 0.5%). For the avoidance of doubt, notification to the Chargor of any rate change by the Lender may be via any method of written communication, including but not limited to, email and/or text message.

"Borrower" means Clifton Collections Ltd, a company incorporated in England and Wales (Registered number 13460379) whose registered office is at C/O Bishop Fleming Llp, 10 Temple Back, Bristol, United Kingdom, BS1 6FL.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Default" means an Event of Default which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Claim" any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Environmental Permits" any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor.

"Equipment" means all present and future equipment, plant and machinery and vehicles (save to the extent that such vehicles form part of its stock in trade or work in progress) and all related spare parts, fuels, equipment, tools and all log books, maintenance records, record books, manuals, hand books, contracts, warranties and service records and the benefit of all the Chargor's rights, present and future, against any person in respect of the design, manufacture, purchase, installation, repair and/or replacement of the assets so charged.

"Event of Default" has the meaning given to it in Clause 8.1 (*Event of Default*) and includes any event or circumstance termed an "Event of Default" under any Facility Agreement.

"Exit Regulations" means the Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) (as amended).

"Facility Agreements" means any facility letters entered into between the Borrower and the Lender and includes any other agreement under which the Lender makes one or more facilities available to the Borrower.

"Finance Documents" means the Facility Agreements and this Deed and includes any document termed a "Finance Document" in any Facility Agreement and any other document under which security or a guarantee is given for the Secured Liabilities.

"Headlease" means a lease under which the Chargor holds title to all or any part of a Mortgaged Property.

"Insurances" means any contract of insurance required under Clause 6.1 (*Insurances*).

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or

- (c) any other document designated as such by the Lender and the Chargor.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 and the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
- (d) similar principles, rights and defences under the laws of any Relevant Jurisdiction.

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

"Material Adverse Effect" means, in the Lender's opinion, a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) or prospects of an Obligor; or
- (b) the ability of an Obligor to perform its obligations under the Finance Documents; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of the Finance Documents; or
- (d) the rights or remedies of the Lender under any of the Finance Documents.

"Managing Agent" means any managing agent appointed by the Chargor in respect of a Mortgaged Property.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset.

"Obligor" means the Borrower, the Chargor and any other entity providing a guarantee and/or security to the Lender in connection with the Secured Liabilities.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Mortgaged 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.

"Property Report" means, in respect of any Mortgaged Property, any certificate of or report on title supplied to the Lender in connection with this Deed.

"Recast Regulation" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"Receiver" means a receiver or receiver and manager, in each case appointed under this Deed.

"Relevant Jurisdiction" means, in relation to the Chargor:

- (a) the jurisdiction under whose laws it is incorporated at the date of this Deed;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security created by this Deed is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Deed.

"Relevant Contract" means:

- (a) an appointment of a Managing Agent; or
- (b) the contracts (if any) specified in Schedule 1 (*Specified Assets*).

"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 a Mortgaged Property;

"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 Obligor to any Secured Party under each Finance Document.

"Secured Party" means the Lender or a Receiver.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Asset" means all of the assets of the Chargor which from time to time are, or are expressed to be, the subject any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all facilities made available by the Lender have been cancelled.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Valuation" means a valuation of a Mortgaged Property or, as the context requires, the Mortgaged Properties prepared by the Valuer and supplied at the request of the Lender.

"Valuer" any surveyor or valuer who carries out a Valuation.

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- a) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;

- b) "**assets**" includes present and future properties, revenues and rights of every description;
- c) "**costs**" includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- d) a "**Finance Document**", or any other agreement or instrument is a reference to that Finance Document or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- e) any "**rights**" in respect of an asset includes:
 - i all amounts and proceeds paid or payable;
 - ii all rights to make any demand or claim; and
 - iii all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
- f) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- g) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- h) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- i) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- j) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- k) a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and Schedule headings are for ease of reference only.

1.4 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.5 The words "**including**" shall not be construed as limiting the generality of the words preceding it.

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

- 1.7 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.8 The terms of any other agreement or instrument between the Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 If the Lender considers that an amount paid to a Secured Party in connection with this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.10 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.11 **Third party rights**
- 1.11.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- 1.11.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.11.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.11.2 above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities as and when the same are due.
- 2.1.2 If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 4 per cent. per annum above Base Rate during the relevant period. Any interest accruing under this Clause 2.1.2 shall be immediately payable by the Chargor on demand by the Lender and shall be compounded with the overdue amount on the last Business Day of each month but will remain immediately due and payable.
- 2.1.3 All the security created under this Deed:
- a) is created in favour of the Lender;
 - b) is created over present and future assets of the Chargor;
 - c) is security for the payment of all the Secured Liabilities; and
 - d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

2.2.1 The Chargor charges by way of a legal mortgage all estates or interests in the freehold or leasehold property owned by it and specified in Schedule 1 (*Specified Assets*).

2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 **Equipment**

To the extent that they are not the subject of a mortgage or a fixed charge under Clause 2.2 (*Real property*), the Chargor charges by way of a fixed charge all Equipment owned by the Chargor and placed on or used in or upon the Mortgaged Property and its interest in any such Equipment in its possession; this includes the Equipment (if any) specified in Schedule 1 (*Specified Assets*).

2.4 **Insurances**

2.4.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance relating to any Security Asset taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").

2.4.2 To the extent that they have not been effectively assigned under Clause 2.4.1 above, the Chargor charges by way of a fixed charge all of its Insurance Rights.

2.5 **Other contracts**

2.5.1 The Chargor:

- a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - i under each Lease Document;
 - ii in respect of all Rental Income;
 - iii under any guarantee of Rental Income contained in or relating to any Lease Document; and
 - iv under each Relevant Contract; and
- b) charges by way of a fixed charge all of its rights under any other document, agreement or instrument relating to any Security Asset to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.

2.5.2 To the extent that they have not been effectively assigned under Clause 2.5.1a) above, the Chargor charges by way of a fixed charge all of its rights listed under Clause 2.5.1a) above.

2.6 Other assets

The Chargor charges by way of fixed charge:

- 2.6.1 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.6.2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.6.1 above; and
- 2.6.3 the benefit of all rights in relation to any item under paragraphs 2.6.1 to 2.6.2 above.

2.7 Floating charge

2.7.1 The Chargor charges by way of a floating charge all its assets from time to time placed on or used in or upon the Mortgaged Property and not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.

2.7.2 Except as provided below, the Lender may by notice to the Chargor convert the floating charge created by this Clause 2.7 (*Floating charge*) into a fixed charge as regards any of the Chargor's assets specified in that notice if:

- a) an Event of Default is continuing;
- b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- c) the Lender considers that it is desirable in order to protect the priority of the Security created by this Deed.

2.7.3 The floating charge created by this Clause 2.7 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- a) the obtaining of a moratorium; or
- b) anything done with a view to obtaining a moratorium,

under section A1 of the Insolvency Act 1986.

2.7.4 The floating charge created by this Clause 2.7 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets which are subject to the floating charge (including those subsequently acquired by the Chargor) if:

- a) any steps are taken for any of the Security Assets to become subject to any Security in favour of any other person;
- b) any person levies or attempts to levy any distress, execution or other process or exercises any enforcement power against any of the Security Assets; or
- c) a resolution is passed or an order is made for the winding-up, dissolution or re-organisation of or any steps are taken for the appointment of an administrator in respect of the Chargor.

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

3.1 Security

Except for the Security created by this Deed and any lien arising by operation of law and in the ordinary course of trading:

- a) the Chargor must not create or permit to subsist any Security on any Security Asset; and
- b) the Chargor must not:
 - i sell, transfer or otherwise dispose of any Security Asset on terms whereby they are or may be leased to or re-acquired by it;
 - ii sell, transfer or otherwise dispose of any of its receivables (that are Security Assets) on recourse terms;
 - iii enter into any arrangement under which a Security Asset that is money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - iv enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of a Security Asset.

3.2 Disposals

3.2.1 The Chargor must 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 any Security Asset.

3.2.2 Clause 3.2.1 does not apply to any disposal made in the ordinary course of trading of any asset subject to the floating charge created under this Deed.

4 PERFECTION OF SECURITY

4.1 Real Property

4.1.1 Notices to tenants

The Chargor must:

- a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:
 - i on the date of this Deed for all tenants in place on that date; and
 - ii for any new tenant, promptly upon such tenant entering into a Lease Document; and

- b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Occupational Tenants*).

4.1.2 Land Registry

- a) The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Santander Consumer (UK) plc referred to in the charges register or their conveyancer. (Standard Form P)".

- b) The Chargor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to any Mortgaged Property registered at the Land Registry that there is an obligation to make further advances on the security of this Deed.
- c) If the title to the Mortgaged Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Mortgaged Property, without the prior written consent of the Lender.
- d) If any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to any Mortgaged Property, the Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Chargor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4.1.3 Deposit of title deeds

The Chargor must immediately on the date of this Deed:

- a) deposit with the Lender all deeds and documents necessary to show good and marketable title to any Mortgaged Property (the **"Title Documents"**);
- b) procure that the Title Documents are held [at the applicable Land Registry] to the order of the Lender; or
- c) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

4.2 Insurances

4.2.1 Notice

The Chargor must:

- a) immediately on the date of this Deed, and promptly upon effecting any Insurance, serve a notice of assignment, substantially in the form of Part 1 of

Schedule 3 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and

- b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Insurers*).

4.2.2 Deposit of contracts and policies

The Chargor must immediately deposit with the Lender all contracts and policies of insurance which it is entitled to possess in relation to the Insurance Rights.

4.3 Other contracts

The Chargor must, at the request of the Lender:

- 4.3.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.5 (*Other contracts*); and
- 4.3.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Other Contracts*).

5 REPRESENTATIONS

5.1 General

The Chargor makes the representations and warranties set out in this Clause 5 to the Lender on the date of this Deed and on each day during the Security Period by reference to the facts and circumstances then existing.

5.2 Status

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

5.3 Binding obligations

Subject to the Legal Reservations:

- 5.3.1 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and
- 5.3.2 this Deed creates the Security which it purports to create and that Security is valid and effective.

5.4 Non-conflict with other obligations

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

- 5.4.1 any law or regulation applicable to it;
- 5.4.2 its constitutional documents; or

- 5.4.3 any agreement or interest binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.5 Power and authority

- 5.5.1 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.
- 5.5.2 No limit on its powers will be exceeded as a result of the grant of Security created or expressed to be created in favour of the Lender by this Deed.

5.6 Validity and admissibility in evidence

All Authorisations required or desirable:

- 5.6.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- 5.6.2 to make this Deed admissible in evidence in its Relevant Jurisdictions,
- have been obtained or effected and are in full force and effect.

5.7 Governing law and enforcement

- 5.7.1 The choice of governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- 5.7.2 Any judgment obtained in relation to this Deed in England and Wales will be recognised and enforced in its Relevant Jurisdictions.

5.8 Insolvency

- 5.8.1 It is not unable to pay its debts as they fall due.
- 5.8.2 It has not:
- a) suspended or threatened to suspend making payments on any of its debts; nor
 - b) by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- 5.8.3 The value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities).
- 5.8.4 A moratorium has not been declared in respect of any of its indebtedness.

5.9 No filing or stamp taxes

Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except:

5.9.1 registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees; and

5.9.2 registration of this Deed at the Land Registry or Land Charges Registry in England and Wales and payment of associated fees,

which registrations and filings will be made promptly after the date of this Deed.

5.10 No proceedings

5.10.1 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if 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.

5.10.2 No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief) (having made due and careful enquiry)) been made against it.

5.11 Centre of main interests and establishments

For the purposes of the Exit Regulations, its centre of main interests (as defined by Article 3 of the Recast Regulation as amended by the Exit Regulations) is situated in England and Wales and it has no other "establishment" (as that term is in Article 2(10) of the Recast Regulation as amended by the Exit Regulations) in any other jurisdiction.

5.12 Legal and beneficial ownership

It is the sole legal and beneficial owner of the Security Assets free from Security (other than those created by or pursuant to this Deed).

5.13 Title to Mortgaged Property

Except as disclosed in any certificate of or report on title relating to a Mortgaged Property supplied to the Lender in connection with this Deed:

5.13.1 It has good and marketable title to that Mortgaged Property free from any restrictions and onerous covenants.

5.13.2 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 that Mortgaged Property.

5.13.3 There is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting that Mortgaged Property.

5.13.4 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 that Mortgaged Property.

5.13.5 All facilities necessary for the enjoyment and use of that Mortgaged Property (including those necessary for the carrying on of its business at that Mortgaged Property) are enjoyed by that Mortgaged Property and none of those facilities are enjoyed on terms:

- a) entitling any person to terminate or curtail his use of that Mortgaged Property;
or
- b) which conflict with or restrict its use of that Mortgaged Property.

5.13.6 It has not received any notice of any adverse claim by any person in respect of the ownership of that Mortgaged 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 that Mortgaged Property.

5.13.7 That Mortgaged Property is held by it free from any lease or licence (other than those entered into in accordance with this Deed).

5.14 Valuation

5.14.1 All information supplied by it or on its behalf to the Valuer for the purposes of each 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.

5.14.2 Any financial projections contained in the information referred to in Clause 5.14.1 above have been prepared as at their date, on the basis of recent historical information and on the basis of reasonable assumptions.

5.14.3 It has not omitted to supply any information to the Valuer which, if disclosed, would adversely affect the Valuation.

5.14.4 As at the date of this Deed, nothing has occurred since the date the information referred to in Clause 5.14.1 above was supplied which, if it had occurred prior to the Valuation, would have adversely affected the Valuation.

5.15 Information for Property Reports

5.15.1 The information supplied by it or on its behalf to the lawyers who prepared any Property Report for the purpose of that Property Report was true and accurate as at the date of the Property Report or (if appropriate) as at the date (if any) at which it is stated to be given.

5.15.2 The information referred to in Clause 5.15.1 above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect.

5.15.3 As at the date of this Deed, nothing has occurred since the date of any information referred to in Clause 5.15.1 above which, if disclosed, would make that information untrue or misleading in any material respect.

6 GENERAL UNDERTAKINGS

The undertakings in this Clause 6 remain in force throughout the Security Period.

6.1 Information

The Chargor must supply to the Lender:

- 6.1.1 at the same time as they are dispatched, copies of all documents dispatched by the Chargor to its creditors generally (or any class of them) at the same time as they are dispatched;

- 6.1.2 promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings or investigations which are current, threatened or pending against the Chargor, and which, if adversely determined, are reasonably likely to have a Material Adverse Effect;
- 6.1.3 promptly, such information as the Lender may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed; and
- 6.1.4 promptly, such further information regarding the financial condition of the Chargor as the Lender may reasonably request.

6.2 Notification of default

The Chargor must notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless the Chargor is aware that a notification has already been provided by another Obligor).

6.3 Authorisations

The Chargor must promptly:

- 6.3.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and
- 6.3.2 supply certified copies to the Lender of:

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- a) enable it to perform its obligations under this Deed; and
- b) ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

6.4 Compliance with laws

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

6.5 Insurances

- 6.5.1 The Chargor must ensure that at all times Insurances are maintained in full force and effect which:

- a) insure it in respect of its interests in the Security Assets for such value and against such risks; and
- b) are in an amount, and in form, and with an insurance company or underwriters, as are in each case acceptable at all times to the Lender.

- 6.5.2 The Chargor must procure that the Lender is named as composite insured in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances), or, at the option of the Lender, that the interest of the Lender is noted on each of the Insurances and that they contain such other provisions for the protection of the Lender as the Lender may reasonably require.

- 6.5.3 The Chargor must promptly notify the Lender of:

- a) the proposed terms of any future renewal of any of the Insurances;
- b) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
- c) any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and
- d) any event or circumstance which has led or may lead to a breach by the Chargor of any term of this Clause 6.1.

6.5.4 The Chargor must:

- a) comply with the terms of the Insurances;
- b) not do or permit anything to be done which may make void or voidable any of the Insurances; and
- c) comply with all reasonable risk improvement requirements of its insurers.

6.5.5 The Chargor must ensure that:

- a) each premium for the Insurances is paid within the period permitted for payment of that premium; and
- b) all other things necessary are done so as to keep each of the Insurances in force.

6.5.6

- a) Except as provided below, the proceeds of any Insurances must, if the Lender so requires, be paid to the Lender and may be applied by the Lender in payment of any amount due but unpaid to a Secured Party under this Deed.
- b) To the extent required by the basis of settlement under any Insurances or under any Lease Document, the Chargor must apply moneys received under any Insurances in respect of a Mortgaged Property towards replacing, restoring or reinstating that Mortgaged Property.
- c) The proceeds of any loss of rent insurance will be treated as Rental Income and applied in such manner as the Lender (acting reasonably) requires to have effect as if it were Rental Income received over the period of the loss of rent.
- d) Moneys received under liability policies held by the Chargor which are required by the Chargor to satisfy established liabilities of the Chargor to third parties must be used to satisfy those liabilities.

6.6 Environmental matters

6.6.1 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 a Mortgaged Property; and
- c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or a Mortgaged Property,

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

6.6.2 The Chargor must, promptly upon becoming aware, notify the Lender of:

- a) any Environmental Claim started, or to its knowledge, threatened in relation to it or a Security Asset;
- b) any circumstances reasonably likely to result in an Environmental Claim in relation to it or a Security Asset; or
- c) any suspension, revocation or notification of any of its Environmental Permits or those relating to a Security Asset.

6.6.3 The Chargor must indemnify the Lender against any loss or liability which:

- a) the Lender incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- b) would not have arisen if this Deed had not been entered into,

unless it is caused by the Lender's gross negligence or wilful misconduct.

6.7 **Plant and Machinery**

The Chargor must:

- 6.7.1 immediately on request by the Lender, affix to any plant and machinery subject to this Deed a durable notice of this Deed in such form and location as the Lender may require. The Chargor must not, and must not permit any person to, conceal, obscure, alter or remove any such notice;
- 6.7.2 not make any material alterations or additions to any plant and machinery on each Mortgaged Property which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability; and
- 6.7.3 not except with the prior written consent of the Lender remove any plant and machinery from the Mortgaged Property except for the purpose of maintenance pursuant to the terms of this Deed.

6.8 **Relevant Contracts**

The Chargor must:

- 6.8.1 duly perform its obligations under each Relevant Contract, notify the Lender of any material default by it or any other party under any Relevant Contract and not take any action which would reduce or impede recoveries in respect of any Relevant Contract;
- 6.8.2 not, without the prior written consent of the Lender, amend or waive any term of, terminate or release any other party from its obligations under any Relevant Contract;

- 6.8.3 diligently pursue its rights under each Relevant Contract (unless the Lender agrees otherwise in writing); and
- 6.8.4 provide to the Lender, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Relevant Contract.

6.9 Preservation of assets

The Chargor must not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Security Assets.

6.10 Ranking of security

The Chargor must ensure that at all times any unsecured and unsubordinated claims of the Secured Parties against it under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

6.11 Access

The Chargor must permit the Lender and/or its delegates access at all reasonable times and on reasonable notice at the risk and cost of the Chargor to the premises (including, without limitation, any Mortgaged Property), assets, books, accounts and records of the Chargor.

6.12 Centre of main interests and establishments

The Chargor must not, without the prior written consent of the Lender, change its centre of main interest (as defined by Article 3 of the Recast Regulation as amended by the Exit Regulations) to somewhere other than England and Wales, nor will it have any establishment (as that term is in Article 2(10) of the Recast Regulation as amended by the Exit Regulations) in any other jurisdiction.

7 PROPERTY UNDERTAKINGS

The undertakings in this Clause 6.12 remain in force throughout the Security Period.

7.1 Title

7.1.1 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 Mortgaged Property.

7.1.2 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 Mortgaged Property.

7.1.3 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 applicable Land Registry.

7.2 Occupational Leases

7.2.1 The Chargor may not without the consent of the Lender:

- a) grant, or enter into any agreement to grant, any Occupational Lease;

- b) agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Lease Document;
- c) exercise any right to break, determine or extend any Lease Document;
- d) commence any forfeiture or irritancy proceedings in respect of any Lease Document;
- e) grant any licence or right to use or occupy any part of a Mortgaged Property;
- f) consent to any sublease or assignment of any tenant's interest under any Lease Document;
- g) agree to any change of use under, or (except where required to do so under the terms of the relevant Lease Document) rent review in respect of, any Lease Document; or
- h) serve any notice on any former tenant under any Lease Document (or on any guarantor of that former tenant) which would entitle it to a new lease or tenancy.

7.2.2 The Chargor must:

- a) diligently collect or procure to be collected all Rental Income;
- b) exercise its rights and comply with its obligations under each Lease Document; and
- c) use its reasonable endeavours to ensure that each tenant complies with its obligations under each Lease Document,

in a proper and timely manner.

7.3 Headleases

7.3.1 The Chargor must:

- a) exercise its rights and comply with its obligations under any Headlease;
- b) use its reasonable endeavours to ensure that each landlord complies with its obligations under any Headlease; and
- c) if so required by the Lender, apply for relief against forfeiture of any Headlease,

in a proper and timely manner.

7.3.2 The Chargor may not:

- a) agree to any amendment, supplement, waiver, surrender or release of any Headlease;
- b) exercise any right to break, determine or extend any Headlease;
- c) agree to any rent review in respect of any Headlease; or
- d) do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated.

7.4 Maintenance

The Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on each Mortgaged 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, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.

7.5 Development

- a) The Chargor may not:
 - i make or allow to be made any application for planning permission in respect of any part of any Mortgaged Property; or
 - ii carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of any Mortgaged Property.
- b) Paragraph a) above shall not apply to:
 - i the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with the terms of this Deed;
 - ii any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of the relevant Lease Document and in respect of which the Chargor in its capacity as landlord is required to give its consent pursuant to the terms of that Lease Document; or
 - iii the carrying out of non-structural improvements or alterations which affect only the interior of any building on any Mortgaged Property.
- c) The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which any Mortgaged Property may be subject.

7.6 Notices

The Chargor must, within 14 days after its receipt 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 Mortgaged Property (or any part of it):

- 7.6.1 deliver a copy to the Lender; and
- 7.6.2 inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

7.7 Power to remedy

7.7.1 If the Chargor fails to perform any obligations under this Deed affecting any Mortgaged Property, the Chargor must allow the Lender or its agents and contractors:

- a) to enter any part of the Mortgaged Property;

- b) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
- c) to take any action that the Lender 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.

7.7.2 The Chargor must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this Clause.

7.7.3 The Lender shall not be obliged to account as mortgagee in possession as a result of any action taken under this Clause.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Event of Default

The Security created by this Deed will become immediately enforceable if any of the events and circumstances set out in this Clause 8.1 (each being an "**Event of Default**") occurs.

8.1.1 Non-Payment

Any of the Secured Liabilities are not paid on their due date at the place at, and in the currency in which they are, expressed to be payable.

8.1.2 Other obligations

Any Obligor does not comply with any provision of any Finance Document.

8.1.3 Misrepresentation

Any representation or statement made or deemed to be made by any Obligor in a Finance Document is or proves to have been incorrect or misleading when made or deemed to be made.

8.1.4 Insolvency

- a) Any Obligor:
 - i is unable or admits inability to pay its debts as they fall due;
 - ii is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - iii suspends or threatens to suspend making payments on any of its debts or,
 - iv by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.
- b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).

- c) A moratorium is declared in respect of any indebtedness of an Obligor.

8.1.5 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of an Obligor;
- b) a composition, compromise, assignment or arrangement with any creditor of an Obligor;
- c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of an Obligor or any of its assets; or
- d) enforcement of any Security over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

8.1.6 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor.

8.1.7 Cessation of business

An Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of any disposal allowed under a relevant Finance Document.

8.1.8 Unlawfulness and invalidity

- a) It is or becomes unlawful for an Obligor to perform any of its obligations under any Finance Document or any Security created by this Deed ceases to be effective.
- b) Any obligation or obligations of any Obligor under any Finance Document are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under any Finance Document.
- c) A Finance Document ceases to be in full force and effect or any Security created by any Finance Document ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender) to be ineffective.

8.1.9 Repudiation and rescission of agreements

The Chargor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate any Finance Document or any Security created by any Finance Document or evidences an intention to rescind or repudiate any Finance Document or any Security created by any Finance Document.

8.1.10 Compulsory purchase

- a) Any part of any Mortgaged Property is compulsorily purchased or the applicable local authority makes an order for the compulsory purchase of all or any part of any Mortgaged Property; and
- b) taking into account the amount and timing of any compensation payable, the compulsory purchase has or will have a Material Adverse Effect.

8.1.11 Major damage

- a) Any part of any Mortgaged Property is destroyed or damaged; and
- b) taking into account the amount and timing of receipt of the proceeds of insurance effected in accordance with the terms of this Deed, the destruction or damage has or will have a Material Adverse Effect.

8.1.12 Headlease

Forfeiture or irritancy proceedings with respect to a Headlease are commenced or a Headlease is forfeited or irritated.

8.1.13 Material adverse change

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

8.1.14 Change of control

The Chargor ceases to be a subsidiary of the company or corporation of which it is a subsidiary at the date of this Deed (in relation to which, "subsidiary" shall bear the meaning assigned to it by section 1159(1) of the Companies Act 2006) or there is a change in its shareholding or management from time to time which has or is reasonably likely to have a Material Adverse Effect.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Lender may enforce all or any part of any Security created by this Deed in any manner it sees fit.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

Following the occurrence of an Event of Default, the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report.

8.5 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

9 ENFORCEMENT OF SECURITY

9.1 General

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.1.2 Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

9.1.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

9.4.1 whether the Secured Liabilities have become payable;

9.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

9.4.3 whether any money remains due to the Lender; or

9.4.4 how any money paid to the Lender or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

9.5.1 At any time after any Security created by this Deed has become enforceable, the Lender may:

a) redeem any prior Security against any Security Asset; and/or

- b) procure the transfer of that Security to itself; and/or
- c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

9.5.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

If any Security created by this Deed is enforced at a time when no amount is due to the Lender (or the proceeds of any recoveries exceed the amount then due to the Lender) at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

9.7 Financial collateral

9.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

9.7.2 Where any financial collateral is appropriated:

- a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- b) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

10 RECEIVER

10.1 Appointment of Receiver

10.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- a) any Security created by this Deed has become enforceable; or
- b) the Chargor so requests to the Lender at any time.

10.1.2 Any appointment under paragraph 10.1.1 above may be by deed, under seal or in writing under its hand.

10.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.

10.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

10.1.5 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Lender may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of the Chargor

10.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

10.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after any Security created by this Deed becomes enforceable, be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11 POWERS OF RECEIVER

11.1 General

11.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

11.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

11.4 Employees

11.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

11.4.2 A Receiver may discharge any person appointed by the Chargor.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to any Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

11.6 Sale of assets

11.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

11.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

11.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

11.13 Lending

A Receiver may lend money or advance credit to any person.

11.14 Protection of assets

A Receiver may:

11.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

11.14.2 commence and/or complete any building operation; and

11.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets.

11.16 Appointments

A Receiver may appoint agents and accountants at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor.

11.17 Other powers

A Receiver may:

11.17.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

11.17.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

11.17.3 use the name of the Chargor for any of the above purposes.

12 APPLICATION OF PROCEEDS

12.1 Order of application

Subject to Clause 0 (*Appropriations*), all amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the

realisation or enforcement of all or part of any Security created by this Deed will be held by the Lender on trust to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 12), in the following order of priority:

12.1.1 in discharging any sums owing to any Receiver or any of its delegates and in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;

12.1.2 in payment or distribution to the Lender on its own behalf for application towards the discharge of the Secured Liabilities in such order as the Lender may determine;

12.1.3 if the Chargor is not under any further actual or contingent liability under any agreement with the Lender, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Chargor; and

12.1.4 the balance, if any, in payment or distribution to the Chargor.

12.2 This Clause 12 is subject to the payment of any claims having priority over any Security created by this Deed and it does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12.3 **Actual receipts**

Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

12.4 **Appropriations**

Until all amounts which may be or become payable by the Chargor to the Lender have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed:

12.4.1 refrain from applying or enforcing any other monies, Security or rights held or received by the Lender (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

12.4.2 hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under or in connection with this Deed.

12.5 **Currency**

12.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.

12.5.2 The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13 EXPENSES AND INDEMNITIES

13.1 Transaction expenses

The Chargor must promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by any Secured Party in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed.

13.2 Enforcement and preservation costs

The Chargor must, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed or any Security created by this Deed and with any proceedings instituted by or against that Secured Party as a consequence of it entering into this Deed, taking or holding the Security created by this Deed, or enforcing those rights.

13.3 Currency indemnity

If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

13.3.1 making or filing a claim or proof against the Chargor; or

13.3.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor must as an independent obligation, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

13.4 Stamp taxes indemnity

The Chargor must pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in connection with this Deed.

13.5 Other indemnities

13.5.1 The Chargor must:

- a) immediately on demand pay to each Secured Party the amount of all other costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

13.5.2 Any amount payable to the Lender under Clause 13 shall include the cost of utilising the management time or other resources of the Lender and will be calculated on the

basis of such reasonable daily or hourly rates as the Lender may notify to the Chargor and is in addition to any fee paid or payable to the Lender under this Deed.

14 DELEGATION

14.1 Power of Attorney

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

14.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

14.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

15 FURTHER ASSURANCES

15.1.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:

- a) creating, perfecting or protecting any security over any Security Asset; or
- b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

15.1.2 The action that may be required under paragraph 15.1.1 above includes:

- a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
- b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

16 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

17 PRESERVATION OF SECURITY

17.1 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

17.2 Tacking

Any obligation of the Lender to make further advances to the Chargor is deemed to be incorporated in this Deed.

17.3 Additional security

17.3.1 This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Lender.

17.3.2 No prior Security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the Security created or expressed to be created in favour of the Lender pursuant to this Deed.

17.4 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender). This includes (without limitation):

17.4.1 any time or waiver granted to, or composition with, any person;

17.4.2 the release of any person under the terms of any composition or arrangement with any creditor;

17.4.3 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 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;

17.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

17.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;

17.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or

17.4.7 any insolvency or similar proceedings.

17.5 Chargor intent

Without prejudice to the generality of Clause 17.4 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created or expressed to be created in favour of the Lender pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any document creating a Secured Liability and/or any facility or amount made available under such document.

17.6 Immediate recourse

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

17.7 Deferral of rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender 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:

17.7.1 to be indemnified by an Obligor;

17.7.2 to claim any contribution from any guarantor of any of the Obligor's obligations under the Finance Documents;

17.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

17.7.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Deed or otherwise in relation to the Secured Liabilities;

17.7.5 to exercise any right of set-off against any Obligor; and/or

17.7.6 to claim or prove as a creditor of any Obligor in competition with the Lender.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities and all other amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.

17.8 New accounts

17.8.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.

17.8.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

- 17.8.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18 CHANGES TO THE PARTIES

18.1 Assignment and transfers by the Lender

- 18.1.1 The Lender may assign any of its rights or transfer by novation any of its rights and obligations under this Deed.
- 18.1.2 The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

18.2 Assignment and transfers by the Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

19 MISCELLANEOUS

19.1 No deductions and tax gross-up

- 19.1.1 All payments to be made by the Chargor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.
- 19.1.2 If a Tax deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

19.2 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

19.3 No liability

- 19.3.1 None of the Lender, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- 19.3.2 The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 19.3.3 The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.

19.3.4 Neither the Lender nor the Receiver or any of their respective delegates will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

19.4 Certificates

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19.5 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other agreement with the Chargor or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

19.5.1 any Security created by this Deed has become enforceable; and

19.5.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

20 RELEASE

At the end of the Security Period, the Lender must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

21 SET-OFF

The Lender may set-off any matured obligation due from the Chargor under this Deed against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22 NOTICES

22.1 Communications in writing

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

22.2 Addresses

The address (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:

22.2.1 in the case of the Chargor: the address of its registered office; and

22.2.2 in the case of the Lender: Wholesale Risk 1B, Santander House, 86 Station Road, Redhill, RH1 1SR,

or any substitute address, department or officer as one Party may notify to the other Party by not less than five Business Days' notice.

22.3 Delivery

22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective 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 the relevant person at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 22.2 (*Addresses*), if addressed to that department or officer.

22.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's details provided under Clause 22.2 (*Addresses*) (or any substitute department or officer as the Lender shall specify for this purpose).

22.3.3 Any communication or document which becomes effective in accordance with Clauses 22.3.1 and 22.3.2 above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.4 English language

Any notice given under or in connection with this Deed must be in English.

23 PARTIAL INVALIDITY

23.1 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.

23.2 If any part of the Security created or expressed to be created in favour of the Lender pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Lender pursuant to this Deed.

24 REMEDIES AND WAIVERS

No failure to exercise, nor delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

25 COUNTERPARTS

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

26 GOVERNING LAW

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

27 JURISDICTION

- 27.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 27.2 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.
- 27.3 Notwithstanding Clause 27.1 above, 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 signed on behalf of the Lender and **EXECUTED AS A DEED** by the Chargor and is delivered by them on the date specified at the beginning of this Deed.

**SCHEDULE 1
SPECIFIED ASSETS**

REAL PROPERTY

Tenure	Description (address)	Title number
Freehold	South-West side of Chew Road, Winford, Bristol	ST343844

PLANT AND MACHINERY

[*]

RELEVANT CONTRACTS

[*]

**SCHEDULE 2
FORMS OF LETTER FOR OCCUPATIONAL TENANTS
PART 1**

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]
Copy: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

[Date]

Dear Sirs,

Re: South-West side of Chew Road, Winford, Bristol

**Third Party Legal charge dated [●] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 We refer to the lease dated [●] and made between [●] and [●] (the "Lease").
- 2 This letter constitutes notice to you that under the Legal Charge we have assigned absolutely (subject to a proviso for re-assignment on redemption) to Santander Consumer (UK) plc all our rights under the Lease.
- 3 We confirm that:
 - (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
 - (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.
- 4 We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Legal Charge has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Lender or as it directs.
- 5 The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.
- 6 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 7 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 8 Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at Santander Consumer (UK) plc, Wholesale Risk 1B, Santander House, 86 Station Road, Redhill, RH1 1SR with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)

Sutherland M Power Holdings Limited

PART 2
ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

[Date]

Dear Sirs,

Re: South-West side of Chew Road, Winford, Bristol

**Third Party Legal charge dated [●] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 We confirm receipt from Sutherland M Power Holdings Limited (the "**Chargor**") of a notice dated [●] (the "**Notice**") in relation to the Lease (as defined in the Notice).
- 2 We confirm that we:
 - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
 - (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

For

[Occupational tenant]

SCHEDULE 3
FORMS OF LETTER FOR INSURERS
PART 1
NOTICE TO INSURER

To: [Insurer]

Copy: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

[Date]

Dear Sirs,

**Third Party Legal Charge dated [●] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 This letter constitutes notice to you that under the Legal Charge we have assigned absolutely, subject to a proviso for re-assignment on redemption, to Santander Consumer (UK) plc all our rights in respect of *[insert details of contract of insurance including policy number]* (the "Insurance").
- 2 We confirm that:
 - a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Legal Charge has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).
- 4 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at Santander Consumer (UK) plc, Wholesale Risk 1B, Santander House, 86 Station Road, Redhill, RH1 1SR with a copy to us.

Yours faithfully,

.....

(Authorised signatory)
Sutherland M Power Holdings Limited

PART 2
ACKNOWLEDGEMENT OF INSURER

To: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

Copy: Sutherland M Power Holdings Limited

[Date]

Dear Sirs,

**Third Party Legal Charge dated [●] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 We confirm receipt from Sutherland M Power Holdings Limited (the "**Chargor**") of a notice dated [●] (the "**Notice**") of an assignment on the terms of the Legal Charge of all the Chargor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurance**").
- 2 We confirm that we:
 - a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
 - b) will give notices and make payments under the Insurance as directed in the Notice.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 4
FORMS OF LETTER FOR OTHER CONTRACTS
PART 1
NOTICE TO COUNTERPARTY

To: [Contract Counterparty]
Copy: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

[Date]

Dear Sirs,

**Third Party Legal Charge dated [*] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 This letter constitutes notice to you that under the Legal Charge we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a fixed charge]* to Santander Consumer (UK) plc all our rights in respect of [insert details of contract] (the "**Contract**").
- 2 We confirm that:
 - a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Legal Charge has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.
- 4 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at Santander Consumer (UK) plc, Wholesale Risk 1B, Santander House, 86 Station Road, Redhill, RH1 1SR with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
Sutherland M Power Holdings Limited

PART 2
ACKNOWLEDGEMENT OF COUNTERPARTY

To: Santander Consumer (UK) plc,
Wholesale Risk 1B
Santander House
86 Station Road
Redhill
RH1 1SR

Copy: Sutherland M Power Holdings Limited

[Date]

Dear Sirs,

**Third Party Legal Charge dated [●] between Sutherland M Power Holdings Limited
and Santander Consumer (UK) plc (the "Legal Charge")**

- 1 We confirm receipt from Sutherland M Power Holdings Limited (the "**Chargor**") of a notice dated [●] (the "**Notice**") of [an assignment]/[fixed charge]* on the terms of the Legal Charge of all the Chargor's rights in respect of *[insert details of the contract]* (the "**Contract**").
- 2 We confirm that we:
 - a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
 - b) will give notices and make payments under the Contract as directed in the Notice.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

* Delete as applicable

SIGNATORIES

Chargor

EXECUTED as a DEED by)
SUTHERLAND M POWER HOLDINGS)
LIMITED) Director
acting by a director in the presence of:) Print name:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

Lender

EXECUTED as a DEED by)
SANTANDER CONSUMER (UK) PLC)
acting by its duly authorised attorney in the) Duly Authorised Attorney
presence of:) Print name: ~~FRONA WOODHOUSE~~

Signature of witness

Print name (in BLOCK CAPITALS): **PAUL GABRIEL**

Address: **86 STATION RD**

RED HILL

RH1 1SR

Occupation: **RISK MANAGER**

SIGNATORIES

Chargor

EXECUTED as a DEED by)

**SUTHERLAND M POWER HOLDINGS
LIMITED**)

acting by a director in the presence of:)

Director

Print name: OLIVER SUTHERLAND

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

MARCUS BRACE
CJCH SOLICITORS
WILLIAMS HOUSE
11-15 COLUMBUS WALK
CARDIFF

Occupation:

Lender

EXECUTED as a DEED by)

SANTANDER CONSUMER (UK) PLC)

acting by its duly authorised attorney in the
presence of:)

Duly Authorised Attorney

Print name:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

