



**Registration of a Charge**

Company Name: **PRAXIS NOMINEES TWO (UK) LIMITED**

Company Number: **11135165**



Received for filing in Electronic Format on the: **04/04/2023**

XC0PP8XK

**Details of Charge**

Date of creation: **30/03/2023**

Charge code: **1113 5165 0001**

Persons entitled: **CENTURY CAPITAL PARTNERS NO.4 LIMITED**

Brief description: **THE FREEHOLD LAND AND BUILDINGS KNOWN AS 23 ST JAMES'S PLACE, LONDON, SW1A 1NH, AND REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER NGL798442**

**Contains fixed 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: **MEMERY CRYSTAL**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11135165

Charge code: 1113 5165 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2023 and created by PRAXIS NOMINEES TWO (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2023 .

Given at Companies House, Cardiff on 8th April 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**

Dated

30 March

2023

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**LEGAL MORTGAGE OVER PROPERTY FROM A THIRD PARTY  
SECURING ALL MONIES (BORROWER'S LIABILITIES)**

between

**PRAXIS NOMINEES (UK) LIMITED and PRAXIS NOMINEES TWO (UK)  
LIMITED**

and

**CENTURY CAPITAL PARTNERS NO. 4 LIMITED**

We hereby certify this to be a true copy of the original

*Memory Crystal*

MEMERY CRYSTAL  
SOLICITORS  
165 FLEET STREET  
LONDON EC4A 2DY  
020 7242 5905

THIS DEED is dated

30 March

2023

## Parties

- (1) **PRAXIS NOMINEES (UK) LIMITED** (a private limited company incorporated in England and Wales with registration number 11134889 and registered address at 1st Floor Senator House, 85 Queen Victoria Street, London, United Kingdom, EC4V 4AB) (**Praxis One**) and **PRAXIS NOMINEES TWO (UK) LIMITED** (a private limited company incorporated in England and Wales with registration number 11135165 and registered address at 1st Floor Senator House, 85 Queen Victoria Street, London, United Kingdom, EC4V 4AB) (**Praxis Two**) (each a **Chargor** and together the **Chargors**).
- (2) **CENTURY CAPITAL PARTNERS NO. 4 LIMITED** incorporated and registered in England and Wales with company number 12919943 whose registered office is at 37 Warren Street, London, W1T 6AD (**Lender**).

## Background

- (A) Praxis One and Praxis Two jointly own legal title to the Property.
- (B) This deed provides security which each Chargor has agreed to give the Lender for (inter alia) the loan or other facilities made or to be made available to the Borrower under the Facility Agreement.

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

The following definitions apply in this deed.

**Borrower:** means Hillgate Estate Agents, a private unlimited company incorporated in England and Wales with registration number 00724781 and registered address at 2<sup>nd</sup> Floor, 14 St George Street, London, W1S 1FE.

**Business Day:** means a day on which banks and other financial institutions are open for normal business in the City of London.

**Certificate of Title:** any report on or certificate of title relating to the Property supplied to the Lender.

**Charged Property:** all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it).

**Delegate:** any person appointed by the Lender or any Receiver under clause 15 and any person appointed as attorney of the Lender, Receiver or Delegate.

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other

natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

**Environmental Licence:** any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

**Event of Default:** has the meaning given to that expression in the Facility Agreement.

**Facility Agreement:** the loan facility agreement dated on or about the date of this deed between the Lender and the Borrower for the provision of the loan facilities secured by this deed as amended from time to time.

**Insurance Policy:** each contract or policy of buildings insurance effected or maintained by the Chargors from time to time in respect of the Property.

**Legal Reservations:** has the meaning ascribed to that term under the Facility Agreement.

**LPA 1925:** the Law of Property Act 1925.

**Perfection Requirements:** has the meaning ascribed to that term under the Facility Agreement.

**Property:** the freehold or leasehold property (whether registered or unregistered) owned by the Chargors described in Schedule 1.

**Receiver:** a receiver or a receiver and manager of any or all of the Charged Property.

**Rent:** all amounts, if any, payable to or for the benefit of the Chargors by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargors in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise.

**Rent Account:** any Chargor's rent account as may be renumbered or redesignated from time to time.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed (including, without limitation, those arising under clause 27.3(b)) or otherwise howsoever together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.

**Security:** has the meaning ascribed to the term under the Facility Agreement.

**Security Period:** the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been

unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**Trust Deed:** means the declaration of trust relating to the Property dated on or about the date of this deed, entered into by amongst others, the Chargors.

**Valuation:** any valuation relating to the Property supplied to the Lender by the Borrower (or on its behalf).

**VAT:** value added tax.

## 1.2 Interpretation

In this deed:

- (a) clause and Schedule headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes email but not fax;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- (l) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;

- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (s) terms defined in the Facility Agreement have the same meaning in this deed unless given a different meaning in this deed.

### 1.3 **Clawback**

If the Lender considers that an amount paid by the Borrower or any other person in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or such other person, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### 1.4 **Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargors in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

### 1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to any Facility Agreement are incorporated into this deed.

### 1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

### 1.7 **Schedules**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

## 2. **Covenant to pay**

The Chargors shall, on a joint and several basis and on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

### **3. Grant of security**

#### **3.1 Legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender:

- (a) by way of first legal mortgage, their respective interests in the Property; and
- (b) by way of first fixed charge:
  - (i) all its rights, if any, in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, and if applicable, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under clause 3.2;
  - (ii) the benefit of the Trust Deed and all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which any Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (each a **Relevant Agreement**) (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them) to the extent not effectively assigned under clause 3.2; and
  - (iii) if applicable, all monies from time to time standing to the credit of the Rent Account.

#### **3.2 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assign to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its respective rights, if any, in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;
- (b) all its respective rights in the Trust Deed and any other Relevant Agreement; and
- (c) if applicable, the Rent and the benefit of any guarantee or security in respect of the Rent;

provided that nothing in this clause 3.2 shall constitute the Lender as mortgagee in possession.

### **4. Perfection of security**

#### **4.1 Registration of legal mortgage at the Land Registry**



Each Chargor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 Century Capital Partners No.4 Limited referred to in the charges register or their conveyancer "

#### **4.2 Further advances**

The Lender covenants with the Chargors that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances).

#### **4.3 First Registration**

If the title to the Property is not registered at the Land Registry, each 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 Property, without the prior written consent of the Lender.

#### **4.4 Cautions against first registration and notices**

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to the Property, the Chargors shall (and where relevant, ensure and procure that the relevant Chargor shall) promptly 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 Chargors shall promptly (and ensure and procure that the relevant Chargor shall promptly), and at their own expense, take such steps as the Lender requires to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

### **5. Liability of the Chargors**

#### **5.1 Liability not discharged**

No Chargor's liability under this deed in respect of any of the Secured Liabilities shall be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargors.

#### **5.2 Immediate recourse**

Each Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against any Chargor.

## **6. Representations and warranties**

### **6.1 Times for making representations and warranties**

Each Chargor makes the representations and warranties in all material respects set out in this clause 6 to the Lender on the date of this deed and the representations and warranties contained in Clauses 6.2 to 6.16 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

### **6.2 Capacity**

Each Chargor:

- (a) is a duly company validly existing under the law of its jurisdiction of incorporation;
- (b) has the power to own its assets and carry on its business as it is being conducted; and
- (c) has the power to execute, deliver and perform its obligations under this deed and the transactions contemplated by them. No limits on its powers will be exceeded as a result of entering into this deed.

### **6.3 Non-contravention**

The execution, delivery and performance of the obligations in, and transactions contemplated by, this deed does not and will not contravene any of any Chargor's constitutional documents, any agreement or instrument binding on that Chargor or its assets, or any applicable law or regulation.

### **6.4 Authorisations**

Subject to the Legal Reservations, each Chargor has taken all necessary action and obtained all required authorisations under applicable law to enable it to execute, deliver and perform its obligations under this deed and to make this deed admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

### **6.5 Binding obligations**

Subject to the Legal Reservations, each Chargor's obligations under this deed are, legal, valid, binding and enforceable.

### **6.6 Insolvency and analogous events**

- (a) No Chargor has suspended, or threatened to suspend, payment of its debts, is not unable to pay its debts as they fall due, has not admitted inability to pay its debts and is not deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 123(2) of the Insolvency Act 1986.
- (b) By reason of actual or anticipated financial difficulties, no Chargor has commenced negotiations with all or any class of its creditors (other than the Lender) with a view to rescheduling any of its debts, and has not made a proposal for or entered into any compromise or arrangement with its creditors.
- (c) No Chargor is the subject of a winding-up petition or order.
- (d) No person has become entitled to appoint a receiver or administrator over any of the assets of any Chargor, and no receiver or administrator has been appointed over any of the assets of any Chargor.

- (e) No creditor or encumbrancer has attached or taken possession of, and no distress, execution, sequestration or other such process has been levied or enforced on or sued against, any of any Chargor's assets.
- (f) No event has occurred and no proceeding has been taken in any jurisdiction to which any Chargor is subject which has an effect equivalent or similar to any of the events mentioned in paragraph (a) to paragraph (e) (inclusive).

**6.7 Ownership of Charged Property**

Subject to any matters disclosed in writing to the Lender prior to the date of this deed:

- (a) Praxis One and Praxis Two are, together, the legal owners of the Charged Property and have good and marketable legal title to the Property, in that respect.
- (b) The Chargors are not aware of any Security (other than Security in favour of the Lender) over any beneficial interest in the Charged Property and have not received any notice of the same.

**6.8 No Security**

- (a) The Charged Property is free from any Security except for any Security created in favour of the Lender.
- (b) Upon receipt of any notice of charge of any beneficial interest in the Property, the Chargors shall promptly provide an acknowledgement of such security in the format requested by such chargor.

**6.9 No adverse claims**

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

**6.10 No adverse covenants**

Subject to any matters disclosed to the Lender prior to the date of this deed, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Charged Property and there are no legal proceedings outstanding or pending against any Chargor which might adversely affect the performance of any Chargor's obligations to the Lender under this deed.

**6.11 No breach of laws**

There is no breach of any applicable law or regulation that materially and adversely affects the Charged Property.

**6.12 No interference in enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

**6.13 No overriding interests**

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

**6.14 No prohibitions or breaches**

- (a) There is no prohibition on any Chargor assigning its rights in any of the Charged Property referred to in clause 3.2 and the entry into this deed by any Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on any Chargor or its assets.
- (b) All charges and other interests in favour of anyone else which affect the Chargors' assets and income have been disclosed to the Lender.

#### **6.15 Environmental compliance**

Each Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

#### **6.16 Information for Valuations and Certificates of Title**

- (a) All written information supplied by each Chargor or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects at its date or at the date (if any) on which it was stated to be given.
- (b) The information referred to in clause 6.16(a) was, at its date or at the date (if any) on which it was stated to be given, complete and the Chargors did not omit to supply any information that, if disclosed, would adversely affect the Valuation or Certificate of Title.
- (c) In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in clause 6.16(a) was supplied and the date of this deed which would adversely affect such Valuation or Certificate of Title.

#### **6.17 Avoidance of security**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargors or otherwise.

#### **6.18 Enforceable security**

Subject to the Legal Reservations and Perfection Requirements, this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

#### **6.19 Information**

- (a) The Chargors' most recent audited (or, if not available, unaudited) accounts have been supplied to the Lender and have been prepared in accordance with generally accepted accounting principles consistently applied, and there has been no adverse change in such financial condition since the date of those accounts.
- (b) All the information provided by the Chargors is truthful, complete, accurate and not misleading in any way.

#### **6.20 Event of Default**

None of the events or circumstances listed in clause 15 of the Facility Agreement relating to the Chargors have occurred or arisen and neither Chargor knows of anything that would cause any such event or circumstance to occur or arise.

## **7. General covenants**

### **7.1 Negative pledge and disposal restrictions**

The Chargors shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

### **7.2 Preservation of Charged Property**

The Chargors shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

### **7.3 Compliance with laws and regulations**

- (a) The Chargors shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to applicable law.
- (b) The Chargors shall at all times:
  - (i) comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;
  - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required by applicable law in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
  - (iii) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any applicable law or regulation.
- (c) The Chargors shall at all times:
  - (i) comply with all regulations and restrictions affecting each of the Chargors and the terms of your constitutional documents (if the relevant Chargor is a company);
  - (ii) obtain, maintain in force and comply with all applicable licences, consents and other necessary approvals required in connection with the Charged Property; and
  - (iii) before the Borrower makes any Drawing and again on each Interest Payment Date, advise the Lender:
    - (A) if anything has happened that might make any of the assurances untruthful, incomplete or misleading if it were repeated at that time; or

- (B) if anything has happened that might amount to or give rise to a breach of any of the covenants made by any Chargor.

#### **7.4 Enforcement of rights**

The Chargors shall use their reasonable endeavours to:

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargors and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

#### **7.5 Notice of misrepresentations and breaches**

The Chargors shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

#### **7.6 Title documents**

The Chargors shall, on the execution of this deed, deposit with the Lender or the Lender's lawyers and the Lender shall, for the duration of this deed, be entitled to hold:

- (a) All deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargors (and if these are not within the possession and/or control of the Chargors, the Chargors undertake to obtain possession of all these deeds and documents of title); and
- (b) a copy of each Insurance Policy.

#### **7.7 Notices to be given by the Chargors**

- (a) The Chargors shall within five days of the execution of this deed give notice to the relevant insurers of the assignment of each Chargor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2(a) and use reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender; and
- (b) The Chargors shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 7.7.

#### **7.8 Waiver of set-off**

Each Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by under this deed).

#### **7.9 Information**

Each Chargor undertakes and procures that it shall promptly give the Lender all necessary information concerning the Chargors' affairs relating to the Charged Property as the Lender reasonably requests in writing.

## **7.10 General Covenants**

Each Chargor covenants that it shall not, without the Lender's prior written consent:

- (a) where any Chargor is a company, enter into any amalgamation, demerger, merger or corporate reconstruction;
- (b) make any loans, grant any credit (save in the ordinary course of business) or give any guarantee, indemnity or other assurance against loss to or for the benefit of any person which would in any way affect the Lender's Security created by this deed over the Charged Property;
- (c) where any Chargor is a company, distribute any profits derived from or in relation to the Property to any Chargor's members unless and until the loan facility is repaid in full in accordance with the terms of the Facility Agreement;
- (d) make or permit to be made any change in the nature of any Chargor's business as carried on at the date of the Facility Agreement;
- (e) except for any matter that has been disclosed to the Lender prior to the date of this deed, part with possession or occupation of the Property or any part of it nor confer any lease, sublease, underlease, licence, tenancy, sub tenancy, holiday letting or right to possess nor confer any interest in the Charged Property or any part of it;
- (f) grant any permission to assign, underlet or part with possession of the Charged Property or any part of it;
- (g) accept or agree to accept the surrender of any lease, licence, tenancy or holiday letting of the Charged Property or any part of it;
- (h) agree or permit any amendment to or waiver of the terms of any lease, licence, tenancy or holiday letting of the Charged Property or any part of it;
- (i) exercise any power to determine any lease, licence, tenancy or holiday letting of the Charged Property or any part of it;
- (j) apply in any manner whatsoever nor release the whole or any part of nor otherwise deal with any rent deposit in relation to any lease, licence, tenancy or holiday letting of the Charged Property or any part of it;
- (k) allow to subsist any lease, sublease, underlease, licence, tenancy, sub tenancy, holiday letting, possession of the Charged Property or any part of it; and
- (l) allow for any lease, sublease, underlease, licence, tenancy, sub tenancy, holiday letting, possession of the Charged Property or any part of it to be created or granted; and
- (m) where any Chargor is a company, change any of such Chargor's constitutional documents including such Chargor's memorandum and articles of association.

## **7.11 Financial Indebtedness**

Praxis One and Praxis Two covenant that:

- (a) without the Lender's prior written consent, they shall not incur any financial indebtedness in respect of the Charged Property; and
- (b) they shall each only act in the capacity of bare trustees in relation to the Charged Property, and shall not obtain legal title to any assets in their own capacity, other than as nominee trustees holding legal title on behalf of a beneficiary; and

- (c) ensure and procure that there is no change to their shareholding and their shareholder does not permit any security to be granted over the shares it holds in Praxis One and Praxis Two, respectively, without the Lender's prior written consent.

## **8. Property covenants**

### **8.1 Repair and maintenance**

- (a) The Chargors shall keep all premises, and fixtures and fittings on the Property, in:
  - (i) good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value and if the Chargors fail or are considered by the Lender to have failed at any time to comply with the obligations set out in this clause permit the Lender to (and it shall be lawful for the Lender to) upon giving reasonable notice within business hours on a Business Day (save in the case of an emergency) to enter the Property with or without agents and carry out such works and take such steps as the Lender may determine are necessary to remedy or rectify the failure the fees costs and expenses of taking any such action to be reimbursed by the Chargors upon demand but nothing contained in this clause shall render the Lender liable to account as mortgagee in possession; and.
  - (ii) such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.
- (b) For the purpose of clause 8.1(a)(ii), a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent property owner in the same business as the Chargors would ensure that the premises, and fixtures and fittings on the Property, were in such repair and condition in anticipation of that law or regulation coming into force.

### **8.2 No alterations**

- (a) The Chargors shall not, without the prior written consent of the Lender:
  - (i) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
  - (ii) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 7.3) **Error! Unknown switch argument..**
- (b) The Chargors shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Charged Property are destroyed or damaged.

### **8.3 Development restrictions**

The Chargors shall not, without the prior written consent of the Lender:



- (a) make or, in so far as it is able, permit others to make any application for planning permission or for the alteration of an existing planning permission or development consent or enter into any agreements or undertakings under any "Planning Acts" as defined in section 336 of the Town and Country Planning Act 1990 in respect of the Property;
- (b) make any alterations whatsoever to the Property (if the Lenders provide consent the Lenders may impose conditions in relation to the carrying out of such alterations as are in the Lender's discretion necessary to preserve the value of the Property and the security thereon); or
- (c) carry out or permit or suffer to be carried out on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Property.

#### 8.4 Insurance

- (a) The Chargors shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property against:
  - (i) loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
  - (ii) plant and machinery on or in the Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees, demolition costs, local authority requirements and value added tax);
  - (iii) risks of loss or damage including, but not limited to, by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, accidental discharge of sprinkler installations, theft, accidental damage, subsidence, landslip and heave and all other normally insurable risks of loss or damage for a property of the same type as the Charged Property;
  - (iv) loss of rent, together with any VAT for a period of not less than three years;
  - (v) site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
  - (vi) public liability and third-party liability insurance;
  - (vii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargors; and
  - (viii) any other risk, perils and contingencies as the Lender may reasonably require.
- (b) Any such insurance must be for an amount, and in form, and with a reputable insurance company or underwriters, acceptable at all times to the Lender and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property,

the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and (if applicable) loss of rents payable by the tenants or other occupiers of the Property of up to £1,000,000.

- (c) The Chargors shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any insurance required by clause 8.4(a) (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Chargors is entitled to obtain from the landlord under the terms of the relevant lease).
- (d) The Chargors shall procure that the Lender's interest is endorsed under each Insurance Policy (other than engineering & inspection, public liability and third party liability insurances) but without any liability on the Lender's part or any delegate for any premium in relation to those Insurance Policies (unless the Lender has expressly and specifically requested to be made liable in respect of any unpaid premium in respect of any of those Insurance Policies), and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

#### **8.5 Insurance premiums**

The Chargors shall:

- (a) promptly pay, or procure prompt payment of, all premiums in respect of each Insurance Policy and do or procure that all other things necessary are done to keep that policy in full force and effect;
- (b) allow and assist the Lender to pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect to the extent not done by the Chargors (but without any liability on the Lender's part or any delegate) and the Chargor's agree that any such payment shall be paid to the Lender on demand by the Lender and the Chargor's indemnify the Lender, in full, in that respect; and
- (c) (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargors are entitled to obtain from the landlord under the terms of the relevant lease).

#### **8.6 No invalidation of insurance**

The Chargors shall:

- (a) not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy; and
- (b) procure that each Insurance Policy contract contains a loss payee clause under which the Lender is named as first loss payee for amounts over £25,000 (other than in respect of any claim under any public liability and third party liability insurances).

#### **8.7 Proceeds from Insurance Policies**

- (a) All monies payable under any Insurance Policy for amounts up to and including £100,000 at any time (whether or not the security constituted by this deed has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received.
- (b) All monies payable under any Insurance Policy for amounts over £100,000 at any time (whether or not the security constituted by this deed has become enforceable) shall:
  - (i) be paid immediately to the Lender;
  - (ii) if they are not paid directly to the Lender by the insurers be held, pending such payment, by the Chargors as trustee of the same for the benefit of the Lender; and
  - (iii) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

#### **8.8 Leases and licences affecting the Property**

The Chargors shall not, without the prior written consent of the Lender (which consent, in the case of clause 8.8(d), is not to be unreasonably withheld or delayed in circumstances in which the Chargors may not unreasonably withhold or delay its consent):

- (a) grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- (b) in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property) or do anything to prejudice the Property;
- (c) let any person into occupation of or share occupation of the whole or any part of the Property other than as disclosed to the Lender prior to the date of this deed; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

#### **8.9 No restrictive obligations**

The Chargors shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

#### **8.10 Proprietary rights**

The Chargors shall use reasonable endeavours to ensure and procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

#### **8.11 Compliance with and enforcement of covenants**

The Chargors shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

#### **8.12 Notices or claims relating to the Property**

(a) The Chargors shall:

- (i) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
  - (ii) (if the Lender so requires) immediately, and at the cost of the Chargors, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.
- (b) The Chargors shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

#### **8.13 Payment of rent and outgoings**

The Chargors shall:

- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

#### **8.14 Rent reviews**

- (a) The Chargors shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property.
- (b) The Chargors shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease.

#### **8.15 Environment**

The Chargors shall in respect of the Property:

- (a) comply in all material respects with all the requirements of Environmental Law; and
- (b) obtain and comply in all material respects with all Environmental Licences.

#### **8.16 Conduct of business on Property**

The Chargors shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

#### **8.17 Inspection**

The Chargors shall permit the Lender and any Receiver and any person appointed by either of them to enter on and inspect the Property and, except in the case of emergencies, on reasonable prior notice during Business Days.

#### **8.18 VAT option to tax**

The Chargors shall not, without the prior written consent of the Lender:

- (a) exercise any VAT option to tax in relation to the Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this deed.

### **9. Rent covenants**

9.1 The Chargors shall not deal with the Rent except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rent into the Rent Account or into such other account as the Lender may direct from time to time. The Chargors shall, pending that payment in to the Rent Account or other account as directed by the Lender, hold all Rent upon trust for the Lender.

9.2 The Chargors agree with the Lender that any monies received by the Lender under clause 9.1 shall not constitute the Lender as mortgagee in possession of the Property.

9.3 The Chargors agree with the Lender that, following the occurrence of an Event of Default that is continuing, it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on the Rent Account except with the prior written consent of the Lender.

#### **9.4 Notice of assignment of Rent**

The Chargors shall, promptly following the occurrence of an Event of Default that is continuing, give notice to the relevant tenant, guarantor or surety of the assignment under clause 3.2(b) of each Chargor's rights and interest to the Rent and each guarantee or security in respect of the Rent and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

### **10. Powers of the Lender**

#### **10.1 Power to remedy**

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargors of any of their obligations contained in this deed.

- (b) The Chargors irrevocably authorise the Lender and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Lender in remedying a breach by the Chargors of their obligations contained in this deed shall be reimbursed by the Chargors to the Lender on a full indemnity basis and shall carry interest in accordance with clause 17.1.
- (d) In remedying any breach in accordance with this clause 10.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

#### **10.2 Exercise of rights**

The rights of the Lender under clause 10.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

#### **10.3 Lender has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

#### **10.4 Conversion of currency**

- (a) For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 10.4) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
- (b) Any such conversion shall be effected at Barclays Bank PLC's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 10.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

#### **10.5 New accounts**

- (a) If the Lender receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the relevant Chargor, as applicable, in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of such Chargor, as applicable, in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 10.5(a), then, unless the Lender gives express written notice to the contrary to the Chargors, all payments made by the Chargors to the Lender shall be treated as having been credited to a new account of the Chargors and not as having been

applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

#### **10.6 Lender's set-off rights**

If the Lender has more than one account for the Chargors in its books, the Lender may at any time after:

- (a) the security constituted by this deed has become enforceable; or
- (b) the Lender has received, or is deemed to have received, notice of any subsequent Security or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Lender shall notify the Chargors of that transfer.

#### **10.7 Indulgence**

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Chargors) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargors for the Secured Liabilities.

### **11. When security becomes enforceable**

#### **11.1 Security becomes enforceable on continuing Event of Default**

The security constituted by this deed shall be immediately enforceable if an Event of Default has occurred and is continuing.

#### **11.2 Discretion**

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

### **12. Enforcement of security**

#### **12.1 Enforcement powers**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 11.1.
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

#### **12.2 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of a Chargor, to:

- (a) grant a lease or agreement for lease;

- (b) accept surrenders of leases; or
- (c) grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of a Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

#### **12.3 Prior Security**

- (a) At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:
  - (i) redeem that or any other prior Security;
  - (ii) procure the transfer of that Security to itself; and
  - (iii) settle any account of the holder of any prior Security.
- (b) The settlement of any such account shall be, in the absence of any error, conclusive and binding on the Chargors. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Chargors to the Lender on current account and shall bear interest at the Default Rate (as defined in the Facility Agreement), and shall be secured as part of the Secured Liabilities.

#### **12.4 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Lender, any Receiver or any Delegate is to be applied.

#### **12.5 Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **12.6 No liability as mortgagee in possession**

Neither the Lender, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such, other than where such liability is caused by the gross negligence or wilful misconduct of the Lender, a Receiver or a Delegate.

#### **12.7 Relinquishing possession**

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

#### **12.8 Conclusive discharge to purchasers**

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property



or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

### **13. Receivers**

#### **13.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of a Chargor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

#### **13.2 Removal**

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, 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.

#### **13.3 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Lender.

#### **13.4 Power of appointment additional to statutory powers**

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, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

#### **13.5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

#### **13.6 Agent of the Chargors**

Any Receiver appointed by the Lender under this deed shall be the agent of each Chargor and each Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver except by reason of that Receiver or any of that Receiver's representatives, officers or employees' wilful misconduct, gross negligence or fraud. The agency of each Receiver shall continue until a Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

### **14. Powers of Receiver**

#### **14.1 Powers additional to statutory powers**

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.2 to clause 14.20.

- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Chargors, the directors of that Chargor or himself.

#### **14.2 Repair and develop the Property**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

#### **14.3 Grant or accept surrenders of leases**

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

#### **14.4 Employ personnel and advisers**

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargors.

#### **14.5 Make and revoke VAT options to tax**

A Receiver may exercise or revoke any VAT option to tax that he thinks fit.

#### **14.6 Charge for remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.

#### **14.7 Realise Charged Property**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

#### **14.8 Manage or reconstruct the Chargors' businesses**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargors carried out at the Property.

#### **14.9 Dispose of Charged Property**

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

**14.10 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargors.

**14.11 Give valid receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

**14.12 Make settlements**

A Receiver may make any arrangement, settlement or compromise between a Chargor and any other person that he may think expedient.

**14.13 Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit.

**14.14 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 17.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargors under this deed.

**14.15 Powers under LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

**14.16 Borrow**

Provided that, in doing so, he acts reasonably and for the purpose of protecting and/or realising the Lender's security under this deed, a Receiver may, for any of the purposes authorised by this clause 14, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this deed).

**14.17 Redeem prior Security**

A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargors, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

**14.18 Delegation**

A Receiver may delegate his powers in accordance with this deed.

**14.19 Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property.

**14.20 Incidental powers**

A Receiver may do any other acts and things:

- (a) that he may consider desirable or necessary for realising any of the Charged Property;
- (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) that he lawfully may or can do as agent for the Chargors.

## **15. Delegation**

### **15.1 Delegation**

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 19.1).

### **15.2 Terms**

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

### **15.3 Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate except by reason of the Lender, a Receiver or a Delegate or any of their representatives, officers or employees' wilful misconduct, gross negligence or fraud.

## **16. Application of proceeds**

### **16.1 Order of application of proceeds**

All monies received by the Lender, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Chargors or other person entitled to it.

### **16.2 Appropriation**

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

### **16.3 Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Lender and the Chargors; and
- (c) may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

## **17. Costs and indemnity**

### **17.1 Costs**

Each Chargor (jointly and severally) shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- (a) this deed or the Charged Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities, together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of a Chargor) at the Default Rate (as defined in the Facility Agreement).

### **17.2 Indemnity**

- (a) The Chargors shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
  - (i) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
  - (ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
  - (iii) any default or delay by any Chargor in performing any of its obligations under this deed.
- (b) Any past or present employee or agent may enforce the terms of this clause 17.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **18. Further assurance**

### **18.1 Further assurance**

The Chargors shall, at their own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Charged Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

## **19. Power of attorney**

### **19.1 Appointment of attorneys**

- (a) Prior to the occurrence of an Event of Default that is continuing, by way of security, the Chargors irrevocably appoint the Lender, every Receiver and every Delegate separately to be the attorney of each Chargor and, in their name, on their behalf and as their act and deed, to execute any documents and do any acts and things that:
  - (i) each Chargor is required to execute and do under this deed in relation to the Charged Property; or
  - (ii) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate in relation to the Charged Property.
- (b) Upon occurrence of an Event of Default that is continuing, by way of security, the Chargors irrevocably appoint the Lender, every Receiver and every Delegate separately to be the attorney of each Chargor and, in their name, on their behalf and as their act and deed, to execute any documents and do any acts and things that:
  - (i) each Chargor is required to execute and do under this deed; or
  - (ii) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

### **19.2 Ratification of acts of attorneys**

The Chargors ratify and confirm, and agree to ratify and confirm, anything that any of their attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 19.1.

## **20. Release**

### **20.1 Release**

Subject to clause 27.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request of the Chargors and cost of the Chargors, take whatever action is necessary to:

- (a) release the Charged Property from the security constituted by this deed; and
- (b) reassign the Charged Property to the Chargors.

## **21. Assignment and transfer**

### **21.1 Assignment by Lender**

- (a) Subject to the terms of the Facility Agreement, at any time, without the consent of the Chargors, the Lender may assign or transfer any or all of its rights and obligations under this deed.
- (b) The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargors, the Charged Property and/or this deed that the Lender considers appropriate.

### **21.2 Assignment by the Chargors**

No Chargor may assign any of its rights, or transfer any of its rights or obligations, under this deed.

## **22. Set-off**

### **22.1 Lender's right of set-off**

The Lender may at any time set off any liability of the Chargors to the Lender against any liability of the Lender to the Chargors, as applicable, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 22.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

### **22.2 No obligation to set off**

The Lender is not obliged to exercise its rights under clause 22.1. If, however, it does exercise those rights it must promptly notify the Chargors of the set-off that has been made.

## **23. Amendments, waivers and consents**

### **23.1 Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

### **23.2 Waivers and consents**

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and

shall not prevent the party giving it from subsequently relying on the relevant provision.

- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

### **23.3 Rights and remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

## **24. Severance**

### **24.1 Severance**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

## **25. Counterparts**

### **25.1 Counterparts**

- (a) This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## **26. Third party rights**

### **26.1 Third party rights**

- (a) Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

## **27. Further provisions**



### **27.1 Independent security**

This deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

### **27.2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities during the Security Period, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

### **27.3 Discharge conditional**

Any release, discharge or settlement between the Chargors and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Chargors subsequently as if the release, discharge or settlement had not occurred.

### **27.4 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargors under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

### **27.5 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

## **28. Notices**

### **28.1 Delivery**

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
  - (i) Praxis One and Praxis Two at:  
1st Floor Senator House, 85 Queen Victoria Street, London,  
United Kingdom, EC4V 4AB  
Attention: The Directors
  - (ii) the Lender at:

10 Albemarle Street, London W1S 4HH

Email: Luke@centurycapital.co.uk

and

paul@centurycapital.co.uk

- (d) sent by email, at the same time, to the lender at Luke@centurycapital.co.uk and paul@centurycapital.co.uk and to the Chargor at admin.uk@praxisgroup.com

or to any other addressor email address as is notified in writing by one party to the other from time to time.

#### **28.2 Receipt by a Chargor**

Any notice or other communication that the Lender gives to a Chargor shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, when received in legible form.

A notice or other communication given as described in clause 28.2(a) or clause 28.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

#### **28.3 Receipt by Lender**

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

#### **28.4 Service of proceedings**

This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### **28.5 No notice by fax**

A notice or other communication given under or in connection with this deed is not valid if sent by fax.

### **29. Governing law and jurisdiction**

#### **29.1 Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **29.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**29.3 Other service**

The Chargors irrevocably consent to any process in any legal action or proceedings being served on them in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1   Property**

**PROPERTY:** The freehold land and buildings known as 23 St James's Place, London, SW1A 1NH and registered at the Land Registry with title absolute under title number NGL798442

**TITLE NUMBER:** NGL798442

**EXECUTED** as a deed by  
**PRAXIS NOMINEES (UK)**  
**LIMITED** acting by a director  
in the presence of:

  
.....

Signature of director

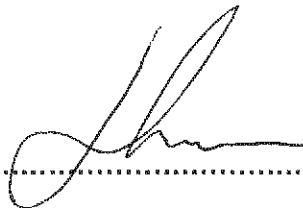
  
.....  
Signature of Witness

Name of Witness THOMAS POOLE


Address of Witness 1st Floor, Senator House, 85 Queen Victoria Street,  
London, UK, EC4V 4AB

Occupation of Witness Senior Client Manager

**EXECUTED** as a deed by  
**PRAXIS NOMINEES TWO (UK)**  
**LIMITED** acting by a director  
in the presence of:

  
.....

Signature of director

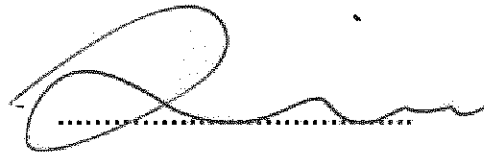
  
.....  
Signature of Witness

Name of Witness THOMAS POOLE

Address of Witness 1st Floor, Senator House, 85 Queen Victoria Street,  
London, UK, EC4V 4AB

Occupation of Witness Senior Client Manager

**EXECUTED** as a deed by  
**CENTURY CAPITAL  
PARTNERS NO. 4 LIMITED**  
acting by a director  
in the presence of:



Signature of director

.....*N. Garnham*.....

Signature of Witness

Name of Witness *NATASHA GARNHAM*

Address of Witness

.....

Occupation of Witness

*EA to CEO*