



Registration of a Charge

Company Name: **MODA LIVING (SACKVILLE ROAD) LIMITED**

Company Number: **11315852**



Received for filing in Electronic Format on the: **24/11/2021**

XAHX1RYH

Details of Charge

Date of creation: **11/11/2021**

Charge code: **1131 5852 0002**

Persons entitled: **BENTALLGREENOAK UK SECURED LENDING III S.À R.L. AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

EMMA PORTER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11315852

Charge code: 1131 5852 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2021 and created by MODA LIVING (SACKVILLE ROAD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2021 .

Given at Companies House, Cardiff on 25th November 2021

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**

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

Executed Version

DATED 11 November 2021

THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS

IN FAVOUR OF

BENTALLGREENOAK UK SECURED LENDING III S.À R.L.

AS THE SECURITY AGENT

SECURITY AGREEMENT
RELATING TO
A £157,379,154 FACILITY AGREEMENT RELATING
TO THE ACQUISITION AND DEVELOPMENT OF A
SITE AT SACKVILLE ROAD, HOVE, BRIGHTON, BN3

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THIS AGREEMENT is made by way of deed on 11 November 2021 by:

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "Chargor") in favour of:
- (2) BENTALLGREENOAK UK SECURED LENDING III S.À R.L. as security trustee for each of the Secured Parties (the "Security Agent").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"Facility Agreement" means the Facility Agreement dated 10 November 2021 between, amongst other, the Borrower, the Guarantors, the Arranger, the Agent, the Security Agent and the Lender (each as defined in that agreement as amended, varied, novated or supplemented from time to time).

"Indebtedness" means:

- (a) all Subordinated Debt owed to any Chargor;
- (b) the Moda PC Payment; and
- (c) any other sum or other indebtedness from time to time owed or payable to any Chargor pursuant to each Inter-Company Loan Agreement or otherwise,

excluding any Indebtedness that is effectively charged or otherwise secured in favour of the Security Agent under Jersey law.

"Inter-company Loan Agreement" means any loan agreement and/or any intercompany debt arrangement entered into or to be entered into by a Chargor as lender from time to time (excluding any Indebtedness that is effectively charged or otherwise secured in favour of the Security Agent under Jersey law).

"Investment" means all Shares, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system) excluding any asset that is effectively charged or otherwise secured in favour of the Security Agent under Jersey law.

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*).

"Notices of Security" means a notice of security in substantially the form set out in Schedule 4 (*Insurances*), Schedule 5 (*Accounts*) and Schedule 6 (*Hedging Agreements*) in such form as may be specified by the Security Agent.

"Real Property" means (including as provided in Clause 1.6 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and all rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Contract" means:

- (a) each Acquisition Document;
- (b) an agreement relating to the purchase or disposal of any Real Property;
- (c) a document appointing a Managing Agent;
- (d) the Development Agreement;
- (e) each document appointing a Developer;
- (f) the Escrow Agreement;
- (g) an Operating Agreement;
- (h) each Shareholders' Agreement;
- (i) each Senior Living Site Document;
- (j) the BAPA;
- (k) the Office Property Headlease;
- (l) the Office Property Agreement for Lease;
- (m) the Equity Commitment Letter; and
- (n) any other contract or other agreement to which a Chargor is a party which is designated a Relevant Contract by the Security Agent.

"**Relevant Share**" means any Share listed in Schedule (*Relevant Shares*) and all of any Chargor's other present and future Shares in any member of the Group from time to time, held by, or to the order, or on behalf of each Chargor, insofar as such member of the Group is incorporated in England and Wales.

"**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 and whether originally incurred by an Obligor or another Transaction Obligor or by some other person) of each Obligor and each other Transaction Obligor to any Secured Party under each Finance Document.

"**Secured Party**" means a Finance Party, a Receiver or any Delegate.

"**Security Assets**" means each of the assets and undertaking of each Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Agreement.

"**Security Period**" means the period beginning on the date of this Agreement and ending on the date on which the Security Agent is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents.

"**Share**" means any stock, share, debenture or other security.

"**Supplemental Mortgage**" means a charge by way of legal mortgage granted by a Chargor in favour of, and in a form approved of by, the Security Agent.

1.2 Terms defined in other Finance Documents

Unless defined in this Agreement, or the context otherwise requires, a term defined in the Facility Agreement or in any other Finance Document has the same meaning in this Agreement or any notice given under or in connection with this Agreement, as if all references in those defined terms to the Facility Agreement or other Finance Document were a reference to this Agreement or that notice.

1.3 Construction

Clauses 1.2 (*Construction*), 1.3 (*Currency symbols and definitions*), 1.5 (*Jersey Terms*) and 1.6 (*Luxembourg Terms*) of the Facility Agreement will apply as if incorporated in this Agreement or in any notice given under or in connection with this Agreement, and as if all references in that Clause to the Facility Agreement were a reference to this Agreement or that notice.

1.4 Application of provisions in Facility Agreement

Clauses 35 (*Notices*) and 44 (*Enforcement*) of the Facility Agreement are deemed to form part of this Agreement as if expressly incorporated into it and as if all references in those clauses to the Facility Agreement were references to this Agreement.

1.5 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document 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 Agreement.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.6 Real Property

A reference in this Agreement to a mortgage, assignment or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property (in so far as such fixtures and fittings are within the ownership of a Chargor) and all Related Rights.

1.7 Present and future assets

- (a) A reference in this Agreement to any Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Security Assets and other assets.
- (b) The absence of or incomplete details of any Security Assets in any Schedule shall not affect the validity or enforceability of any Security under this Agreement.

1.8 Disposition of Property

The terms of the Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Agreement and each other Finance Document to the extent required for any purported disposition, or any agreement for this disposition, of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.9 Fixed Security

Clauses 4.1 (*Land*) to 4.9 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Agreement and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Agreement or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.10 No obligation

The Security Agent shall not be under any obligation in relation to the Security Assets as a consequence of this Agreement and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets.

1.11 Effect as a Deed

This document is intended to take effect as a deed even if a Party executes it under hand.

1.12 Conflict

If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Liabilities in full in accordance with their respective terms.

3. COMMON PROVISIONS

All the Security constituted by or pursuant to this Agreement is:

- (a) created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Agreement and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Liabilities.

4. FIXED SECURITY

4.1 Land

Each Chargor charges:

- (a) by way of first legal mortgage, its Mortgaged Property; and
- (b) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to (a) above), by way of first fixed charge, all of its rights, title and interest from time to time in and to the Real Property and all Related Rights.

4.2 Investments

- (a) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to the Relevant Shares and all Related Rights (including, without limitation, dividends and/or interest payable in respect of the Relevant Shares).

- (b) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments to the extent not charged pursuant to (a) above and all Related Rights.

4.3 Plant and machinery

Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights.

4.4 Credit balances

Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each Account, any amount standing to the credit of each Account (including any replacement account or subdivision or sub account of that account) and the debt represented by it and all Related Rights) (excluding any accounts that are effectively charged or otherwise secured in favour of the Security Agent under Jersey law).

4.5 Rental Income, Indebtedness and book debts

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to any Rental Income and any guarantee of Rental Income contained in any Lease Document and all Related Rights.
- (b) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to all Indebtedness and all Related Rights.
- (c) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) or (b) above) by way of first fixed charge, all of its rights, title and interest from time to time in and to all Indebtedness and all book and other debts and monetary claims and all Related Rights.

4.6 Insurances

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to all amounts payable under any contract or policy of insurance taken out by it or on its behalf or in which it may have an interest and all other Related Rights.
- (b) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) above) by way of first fixed charge all of its rights, title and interest from time to time in and to all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it may have an interest and all other Related Rights .

4.7 Hedging

- (a) Each Chargor assigns and agrees to assign absolutely all of its rights, title and interest from time to time in and to all amounts payable under each Hedging Agreement and all Related Rights.
- (b) Each Chargor charges (to the extent not validly and effectively assigned pursuant to (a) above) by way of first fixed charge all of its rights, title and interest from time to time in and to any Hedging Agreement and all Related Rights.

4.8 Other contracts

- (a) Each Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to any Lease Document and all Related Rights.
- (b) Each Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to each Relevant Contract and all Related Rights.
- (c) Each Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to each Development Document and all Related Rights.
- (d) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting it in respect of the Real Property and all Related Rights.

4.9 Miscellaneous

- (a) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, and the benefit of all applications and its rights to use such assets and all Related Rights.
- (b) Each Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets and all Related Rights:
 - (i) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation in respect thereof;
 - (ii) goodwill;
 - (iii) rights and claims in relation to its uncalled share capital; and

- (iv) to the extent permitted by law, all rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered.

5. FLOATING CHARGE

5.1 Floating charge

- (a) Each Chargor charges, by way of first floating charge, all present and future assets and undertaking of that Chargor.
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

5.2 Conversion of floating charge to fixed Security

- (a) Without prejudice to paragraph 5.1(b) of this Clause 5.2, the Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 5.1 (*Floating charge*) with immediate effect into a fixed charge as regards all Security Assets which are the subject of the floating charge created by the relevant Chargor or any Security Asset which is specified in the notice if:
 - (i) this Agreement is enforceable in accordance with Clause 10 (*Enforcement of security*);
 - (ii) the Security Agent considers that any of the Security Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
 - (iii) the Security Agent considers that it is necessary in order to protect the priority of the Security; or
 - (iv) any Chargor requests the Security Agent to exercise any of its powers under this Agreement.
- (b) Notwithstanding paragraph (a) of this Clause and without prejudice to any law which may have a similar effect, the floating charge constituted under Clause 5.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards:
 - (i) the relevant Security Asset if any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facility Agreement), over any Security Asset; or
 - (ii) all Security Assets if in relation to any Chargor:

- (A) a Receiver is appointed over all or any of the Security Assets;
 - (B) an application is presented or a petition made to the court for the making of an administration order in relation to any Chargor;
 - (C) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court;
 - (D) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
 - (E) a petition is presented for the compulsory winding-up of any Chargor;
 - (F) a provisional liquidator is appointed to any Chargor;
 - (G) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor; or
 - (H) any analogous procedure or formal step is taken in any jurisdiction.
- (iii) Paragraph (ii)(E) above shall not apply to any winding-up petition which the Security Agent is satisfied is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement.

6. PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except where agreed in writing by the Security Agent or as permitted under the Finance Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Security Assets or dispose of or otherwise deal with all or any part of the Security Assets.

6.2 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating Charge*).
- (b) It shall be implied in respect of Clause 4 (*Fixed Security*) and Clause 5 (*Floating Charge*) that each Chargor is disposing of the Security Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6.3 Notices of Security

- (a) Each Chargor shall, in relation to:

- (i) each Lease Document (other than a Residential AST);
- (ii) all Rental Income;
- (iii) all Insurances in which it has an interest;
- (iv) each Relevant Contract to which it is a party;
- (v) each Development Document (other than the Building Contract);
- (vi) each of its Accounts (excluding any Account that is effectively charged or otherwise secured in favour of the Security Agent under Jersey law);
- (vii) each Hedging Agreement to which it is a party; and

promptly (and in any case within 3 Business Days of the date of this Agreement) or, if later, promptly (and in any case within 3 Business Days) any such asset is acquired or created by a Chargor or otherwise comes into existence:

- (A) join the Security Agent in giving notices to each relevant person of the Security constituted by this Agreement by delivering to the Security Agent upon request a duly executed Notice of Security addressed to each such person; and
 - (B) use its reasonable endeavours to procure, from each recipient of those notices an acknowledgement, substantially in the form set out in such Notice of Security.
- (b) Each relevant Chargor shall, in relation to the Building Contract, promptly upon the date of this Agreement:
- (A) join the Security Agent in giving notices to each relevant person of the Security constituted by this Agreement by delivering to the Security Agent upon request a duly executed Notice of Security addressed to each such person; and
 - (B) use its reasonable endeavours to procure, from each recipient of those notices an acknowledgement, substantially in the form set out in such Notice of Security.
- (c) Each Chargor shall, in relation to a Residential AST to which it is a party, promptly following an Event of Default which is continuing:
- (A) join the Security Agent in giving notices to each relevant person of the Security constituted by this Agreement by delivering to the Security Agent upon request a duly executed Notice of Security addressed to each such person; and
 - (B) use its reasonable endeavours to procure, from each recipient of those notices an acknowledgement, substantially in the form set out in such Notice of Security.]

- (d) If an Event of Default is continuing, each Chargor shall promptly in accordance with any notice by the Security Agent to the Obligor's Agent:
 - (i) join the Security Agent in giving notices of security (in such form as may be specified by the Security Agent) in respect of any asset in which it has an interest which is expressed to be the subject of an assignment or charge pursuant to Clause 4 (*Fixed Security*) (including any asset in respect of which notice has previously been given in accordance with this Clause 6.3 (*Notices of Security*)); and
 - (ii) use its reasonable endeavours to procure from each recipient of those notices an acknowledgement in a form reasonably satisfactory to the Security Agent (acting reasonably).
- (e) The execution of this Agreement by each Chargor constitutes notice and acknowledgement in writing between each Chargor of the charge and assignment of the rights of each relevant Chargor in respect of any and all Indebtedness between that Chargor and such other Chargor.
- (f) The execution of this Agreement by each Chargor constitutes notice and acknowledgement in writing between each Chargor of the charge of the rights of each relevant Chargor in respect of each of:
 - (i) the Development Agreement;
 - (ii) the Joint Venture Agreement;
 - (iii) the Office Property Headlease; and
 - (iv) the Office Property Agreement for Lease.

6.4 Deposit of title deeds and share certificates

Each Chargor shall:

- (a) promptly upon the date of this Agreement (and upon the acquisition by it of any interest in any Security Asset at any time) deposit (or procure the deposit) with the Security Agent all deeds, certificates and other documents constituting or evidencing title to the Security Assets (including, without limitation, all certificates or other documents of title to the Relevant Shares and stock transfer forms (executed in blank by it or on its behalf) in respect thereof as the Security Agent may reasonably request); and
- (b) with respect to any Real Property only, procure that all deeds, certificates and other documents constituting or evidencing title to any Real Property the subject of the Security Assets are:
 - (i) held at the applicable Land Registry to the order of the Security Agent; or
 - (ii) held to the order of the Security Agent by a firm of solicitors approved by the Security Agent (acting reasonably) for that purpose.

- (c) deposit with the Security Agent at any time thereafter any further such deeds, certificates, instruments of transfer and other documents, promptly upon coming into possession of any of those items (including, without limitation, all certificates or other documents of title to the Relevant Shares and stock transfer forms (executed in blank by it or on its behalf) in respect thereof as the Security Agent may reasonably request.).

6.5 Application to HM Land Registry

Each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real Property.

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of BentallGreenOak UK Secured Lending III S.À R.L referred to in the charges register or their conveyancer."

6.6 Further advances

- (a) Subject to the terms of the Facility Agreement, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Agreement as if set out in this Agreement.
- (b) Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Security Assets.

6.7 Indebtedness

Subject to the terms of the Subordination Agreement, no Chargor shall take, or omit to take, any action which would reasonably be expected to result in (a) the alteration or impairment of any rights in, any default of any of its obligations under, or any counterclaims or rights of set-off arising in respect of, the Indebtedness or any Inter-company Loan Agreement or (b) any right to terminate any Inter-company Loan Agreement becoming exercisable by any other party to that agreement.

7. FURTHER ASSURANCE

7.1 Further assurance

- (a) Each Chargor shall promptly upon request by the Security Agent, at its own cost, take all such action (including filings, registrations and notarisations and applying for relief against forfeiture) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as may necessarily be required (and in such form as the Security Agent may reasonably require) to:
 - (i) create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Security Assets in accordance with the

rights vested in it under this Agreement (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of any of the rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law;

- (ii) enter into a Supplemental Mortgage in favour of the Security Agent over any Real Property in England and Wales not already the subject of a registrable legal mortgage created pursuant to Clause 4.1 (*Land*);
 - (iii) confer on the Security Agent Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Agreement; and/or
 - (iv) while an Event of Default is continuing or the Security created under this Agreement is otherwise enforceable, facilitate the realisation of the Security Assets.
- (b) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (a) above.

8. SHARES AND INVESTMENTS

8.1 Voting rights and dividends prior to an Event of Default which is continuing

Prior to the occurrence of an Event of Default which is continuing, the relevant Chargor shall:

- (a) be entitled to receive all dividends, interest and other moneys or distributions of an income nature arising from the Relevant Shares; and
- (b) exercise all voting rights in relation to the Relevant Shares.

8.2 Voting rights and dividends after an Event of Default which is continuing

Upon the occurrence of an Event of Default which is continuing, the Security Agent may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from any Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of the Relevant Shares;
- (b) apply all dividends, interest and other moneys or distributions of an income nature arising from the Relevant Shares in accordance with Clause 14 (*Application of Moneys*);
- (c) transfer the Relevant Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and

- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Relevant Shares, including the right, in relation to any company whose shares or other securities are included in the Relevant Shares, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Relevant Shares.

8.3 Shares: Voting rights generally

No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights and powers in relation to the Relevant Shares or other Investments in any manner, or otherwise permit or agree to, or concur or participate in any:

- (i) variation of the rights attaching to or conferred by all or any part of the Relevant Shares;
- (ii) increase in the issued share capital of any company whose shares are charged pursuant to this Agreement;
- (iii) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
- (iv) reconstruction, amalgamation, sale or other disposal of any company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof), whose shares or other securities charged pursuant to this Agreement,

which in the opinion of the Security Agent would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Agreement provided that the proceeds of any such action shall form part of the Relevant Shares.

8.4 Investments and Shares: Payment of calls

The relevant Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the Relevant Shares or other Investments, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Security Agent shall be reimbursed by each Chargor to the Security Agent promptly and in any event within 5

Business Days of demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate from time to time applicable to unpaid sums specified in the Facility Agreement.

8.5 Shares: PSC notices

Each relevant Chargor shall:

- (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from the issuer of any Relevant Share or other Investment; and
- (ii) promptly provide the Security Agent with a copy of any such notice.

8.6 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created pursuant to this Agreement.

9. ACCOUNTS

The Security Agent may, at any time on behalf of any Secured Party while this Agreement is enforceable in accordance with Clause 10 (*Enforcement of security*), without prior notice:

- (a) set-off, transfer or apply any Account (excluding any Account that is effectively charged or otherwise secured in favour of the Security Agent under Jersey law) and any other account which is the subject of the security created by this Agreement and any debt represented thereby in or towards satisfaction of all or any part of the Secured Liabilities; and
- (b) demand and receive all and any moneys due under or arising out of each Account which has been assigned by this Agreement and exercise all rights that any Chargor was then entitled to exercise in relation to that Account or might, but for the terms of this Agreement, exercise.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement

On and at any time after the occurrence of:

- (a) an Event of Default (for as long as it is continuing); or
- (b) a request from any Chargor to the Security Agent that it exercise any of its powers under this Agreement,

the Security created by or pursuant to this Agreement is, immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

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

10.2 Effect of moratorium

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 5.2 (*Conversion of floating charge to fixed security*), Clause 10.1 (*Enforcement*) or Clause 12.1 (*Appointment and removal*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

11. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

11.1 Extension of powers

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

11.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Agreement or to the exercise by the Security Agent of its right to consolidate all or any of the security created by or pursuant to this Agreement with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Agreement has become enforceable in accordance with Clause 10 (*Enforcement of Security*).

11.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Agreement has become enforceable in accordance with Clause 10 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with Sections 99 and 100 of the Law of Property Act 1925.

- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925 to make any lease in respect of any Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Facility Agreement.

11.4 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to a Security Asset, the Security Agent shall have the right to appropriate all or any part of that Security Asset in or towards the payment or discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargors. For this purpose, a commercially reasonable method of valuing a Security Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each Account or to the credit of any other account with any bank, building society, financial institution or otherwise, together with any accrued but unposted interest, at the time of appropriation; and
- (b) in the case of any Investments or Shares, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

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

12. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12.1 Appointment and removal

After the Security created by or pursuant to this Agreement has become enforceable in accordance with Clause 10 (*Enforcement of security*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent):

- (a) without prior notice to any Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets; or
 - (ii) appoint two or more Receivers of separate parts of the Security Assets; or
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed; or
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); or

- (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- (b) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

12.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 12.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for the Receiver's person's acts, defaults and liabilities and for the payment of the Receiver's remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

12.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Agreement) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Security Assets.

13. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Security Assets (and any assets which, when got in, would be Security Assets in respect of which the Receiver was appointed), and as varied and extended by the provisions of this Agreement (in the name of or on behalf of any Chargor or in the Receiver's own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to:

- (i) any of the functions, powers, authorities or discretions conferred on or vested in the Receiver;
- (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Agreement or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
- (iii) bringing to the Receiver's hands any assets of any Chargor forming part of, or which when got in would be, Security Assets.

14. APPLICATION OF MONEYS

All moneys received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the terms of the Facility Agreement.

15. PROTECTION OF PURCHASERS

15.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

15.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings.

16. POWER OF ATTORNEY

16.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect a Supplemental Mortgage over any Real Property not already the subject of a registrable legal mortgage pursuant to Clause 4.1 (*Land*), and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on any Chargor by this Agreement or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Security Assets and perfecting and/or

releasing the security created or intended to be created in respect of the Security Assets); and

- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law (including, after this Agreement has become enforceable in accordance with Clause 10 (Enforcement of security), the exercise of any right of a legal or beneficial owner of the Security Assets),

provided that the power given under this Clause 16.1 may only be exercised:

- (i) following the occurrence of an Event of Default which is continuing; or
- (ii) if a Chargor has failed to take an action as required under this Agreement or as requested by the Security Agent within the time limit specified (including any applicable grace periods).

16.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

17. EFFECTIVENESS OF SECURITY

17.1 Continuing security

- (a) The Security created by or pursuant to this Agreement shall remain in full force and effect as a continuing security for the Secured Liabilities until discharged by the Security Agent in writing.
- (b) No part of the Security from time to time intended to be constituted by this Agreement will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

17.2 Cumulative rights

The Security created by or pursuant to this Agreement shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Security Assets shall merge into the Security constituted by this Agreement.

17.3 No prejudice

The Security created by or pursuant to this Agreement shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to each Chargor or any other person, by the Security Agent (whether

in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that Security.

17.4 Remedies and Waivers

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

17.5 No liability

None of the Security Agent, its nominee(s) nor any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Agreement or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets or omission for which a mortgagee in possession may be liable.

17.6 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

17.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Agreement and the rights and remedies provided by this Agreement will not be affected by any act, omission, matter or thing which, but for this Clause 17.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Agreement and whether or not known to that Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and
- (g) any insolvency or similar proceedings.

17.8 Chargor intent

Without prejudice to the generality of Clause 17.7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Agreement and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.9 Immediate recourse

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

17.10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Agreement:

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

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by any Chargor under or in connection with this Agreement to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 14 (*Application of Moneys*).

18. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Security Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Agreement, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.
- (c) All principal moneys, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

19. SUBSEQUENT SECURITY INTERESTS

If the Security Agent acting in its capacity as trustee or otherwise or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all the Security Assets or any part of the Security Assets which is prohibited by the terms of any Finance Document, all

payments thereafter by or on behalf of that Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be credited or treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities at the time that notice was received.

20. SUSPENSE ACCOUNTS

All moneys received, recovered or realised by the Security Agent under this Agreement (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate (including itself) for so long as it may think fit and **provided that** such monies are not in excess of the Secured Liabilities (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

21. RELEASE OF SECURITY

21.1 Release of Security

- (a) Upon the expiry of the Security Period, the Security Agent shall as soon as reasonably practicable, at the request and cost of each Chargor in accordance with the terms of the Facility Agreement:
 - (i) release and cancel the security constituted by this Agreement and procure the reassignment to that Chargor of the property and assets assigned to the Security Agent pursuant to this Agreement, in each case without recourse to, or any representation or warranty by, the Security Agent or any of its nominees; and
 - (ii) return all deeds and documents of title delivered to the Security Agent under this Deed and executed and deliver such further deeds and documents as a Chargor may necessarily require to give effect to this Clause 21 (*Release of Security*).
- (b) Upon the disposal of any Security Assets permitted by the Finance Documents, the Security Agent, shall as soon as reasonably practicable, at the request and cost of each relevant Chargor in accordance with the terms of the Facility Agreement:
 - (i) discharge and release the relevant Security Assets irrevocably and unconditionally procure the reassignment to that Chargor of the property and assets assigned to the Security Agent pursuant to this Agreement, in each case without recourse to, or any representation or warranty by, the Security Agent or any of its nominees; and
 - (ii) return all deeds and documents of title delivered to the Security Agent under this Deed and execute and deliver such further deeds and

documents as a Chargor may necessarily require to give effect to this Clause 21 (*Release of Security*).

21.2 Clawback

If the Security Agent considers (acting reasonably) that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Agreement and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

22. DISCRETION AND DELEGATION

22.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Agreement by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

22.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

23. TRANSFERS

No Chargor may assign or otherwise transfer any of its rights and obligations under this Agreement.

24. SUCCESSORS

24.1 Security Agent successors

This Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent, and references to the Security Agent shall include any transferee, assignee or successor in title of the Security Agent and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Agreement or to which, under such laws, those rights and obligations have been transferred.

24.2 Disclosure

The Security Agent shall be entitled to disclose such information concerning any Chargor or any other person and this Agreement as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by applicable law.

25. **GOVERNING LAW**

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

26. **JURISDICTION**

26.1 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) ("a Dispute").

26.2 **Convenient Forum**

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly that no Chargor will argue to the contrary.

26.3 **Exclusive Jurisdiction**

Notwithstanding Clause 26.1 (*English courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this Agreement.

**SCHEDULE 1
CHARGORS**

Name	Jurisdiction	Company Number
Sackville Street Property Company Limited	Jersey	126383
Sackville Street Opco Limited	England & Wales	11680168
Moda Living (Sackville Road) Limited	England & Wales	11315852
Sackville Street Commercial Propco Limited	England & Wales	13689206

**SCHEDULE 2
MORTGAGED PROPERTY**

Chargor Name	Property Description	Title Number
Sackville Street Property Company Limited	The land on the east side of Sackville Road, Hove, Brighton, BN3	ESX219827
Sackville Street Property Company Limited	The land on the east side of Sackville Road	ESX406853
Sackville Street Property Company Limited	Unit 3-11, Sackville Trading Estate, Hove BN3 7AN	ESX98381

**SCHEDULE 3
RELEVANT SHARES**

Chargor	Share Issuer	Number and type of shares
Sackville Street Property Company Limited (registration number 126383)	Sackville Street Opco Limited (registration number 11680168)	1 ordinary shares of £1 each

**SCHEDULE 4
INSURANCES**

**PART A
NOTICE OF SECURITY TO INSURER**

To: [Insurer]

Date: []

We give you notice that, by a Security Agreement dated [] 2021, we have created security by way of first fixed charge in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") as trustee for the Secured Parties (as defined in the Security Agreement) over all our rights, title and interest in, and to the [*describe Insurances including policy number*] effected by us or on our behalf in relation to the risk to [*describe Property*] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "Policy").

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

With effect from your receipt of this notice we irrevocably instruct and authorise you to:

- (a) make all payments and claims [in excess of £[100,000]] under or arising from the Policy to the account called "[*Chargor Name*] – Deposit Account", Account number [] sort code [];
- (b) name the Security Agent as co-insured and first loss payee; and
- (c) disclose to the Security Agent, without further approval from us, such information regarding the Policy as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy.

Please note that:

- 1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent; and
- 2. all rights, title and interest whatsoever accruing to or for the benefit of us arising under the Policy (including all rights to compel performance) belong to, and are exercisable by or at the direction of, the Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

.....

For and on behalf of

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT: INSURANCE

To: BentallGreenOak UK Secured Lending III S.à r.l. as Security Agent

Date: []

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "Chargor") in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") over all of the Chargor's rights, title and interest in and to the Policy (as specified in that notice) to which we are a party.

We confirm that:

- (a) we will comply with the terms of such notice; and
- (b) we have not received notice of any prior security over, or interest of any third party in, the Policy.

We further confirm that:

- 1. no termination of such rights, title or interests will be effective unless we have given the Security Agent [30] days' written notice of the proposed termination, specifying the action necessary to avoid such termination;
- 2. the Chargor will remain liable to perform all its obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy; and
- 3. no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of that breach to the Security Agent specifying how to make good that breach.

We confirm that we have made all necessary arrangements for all future payments payable under the Policy to be made into the account specified in the notice.

We confirm that we have made all necessary arrangements for the Security Agent to be named as co-insured and first loss payee.

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to the Policy.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

.....

For and on behalf of

[Insurer]

cc. [*Chargor Name*]

**SCHEDULE 5
ACCOUNTS**

**PART A
NOTICE OF SECURITY TO ACCOUNT BANK**

To: [Bank or other financial institution holding the Account]

Date: []

We give you notice that, by a Security Agreement dated [] 2021, we have created security by way of a first fixed charge in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") as trustee for the Secured Parties (as defined in the Security Agreement) over any accounts and all moneys (including interest) from time to time standing to the credit of the accounts listed below and the debt or debts represented thereby.

The account[s] maintained with you [is/are]:

Account Name[s]: []
Sort Code[s]: []
Account No[s]: []

[Insert the following if notifying an assignment of, or charge over, Accounts other than an operating Account:

With effect from the date of your receipt of this notice:

- (a) [any existing payment instructions affecting the above Account[s] are to be terminated and all payments and communications in respect of the Accounts should be made to the Security Agent or to its order (with a copy to us)] *[insert agreed operating procedures which should be stated to be revocable at any time on notice from the Security Agent];* and
- (b) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Accounts are exercisable by, or at the direction of, the Security Agent.]

[Insert the following if notifying a charge over operating Accounts such as the General Account:

We further instruct and authorise you to act only in accordance with the Security Agent's instructions following receipt by you of a notice of the occurrence of [an Event of Default (as defined in the Security Agreement) which is continuing] issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on *[specify account]* [subject to *[insert any restrictions set out in the Facility Agreement]*].]

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to any accounts maintained with you from time to time as the Security Agent may request you to disclose to it.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

.....

For and on behalf of

[*Chargor Name*]

PART B
ACKNOWLEDGEMENT: ACCOUNT BANK

To: BentallGreenOak UK Secured Lending III S.à r.l. as Security Agent

Date: []

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "**Security Agent**") over all moneys (including interest) from time to time standing to the credit of the Chargor's account[s] (as specified in that notice) (the "**Account[s]**") which [is/are] maintained with us and the debt or debts represented thereby.

We confirm that:

- (a) we will comply with the terms of that notice; and
- (b) we have not received notice of any prior security over or interest of any third party in [any of] the Account[s]. We confirm that we will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the Account[s].

We will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with the laws of England and Wales.

.....

For and on behalf of

[Bank or other financial institution holding the Account]

cc. [*Chargor Name*]

SCHEDULE 6
HEDGING AGREEMENTS

PART A
NOTICE OF SECURITY TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Date: []

We give you notice that by a Security Agreement dated [] 2021 we have created security by way of first fixed charge in favour of to BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") over all our rights, title and interest in and to [*details of relevant Hedging Agreement*] (including all monies payable thereunder, but subject to the application of any rights of set-off or netting provided for thereunder) (the "Hedging Agreement").

We shall continue to be solely responsible for the performance of our obligations under or in connection with the Hedging Agreement and the Security Agent is under no obligation of any kind whatsoever under the Hedging Agreement nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Hedging Agreement.

With effect from the date of your receipt of this notice:

- (a) all payments by you to us under or arising from the Hedging Agreement shall be paid to the Rent Account / [*insert payment instructions/account details*], or otherwise at the direction of the Security Agent, as it may at any time after the occurrence of an Event of Default (as defined in the Security Agreement) which is continuing specify in writing from time to time;
- (b) all remedies provided for in the Hedging Agreement or available at law or in equity shall be exercisable by, or at the direction of, the Security Agent; and
- (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising under the Hedging Agreements shall be exercisable by, or at the direction of, the Security Agent,

in each case, subject to the application of any rights of set-off or netting provided for in the Hedging Agreement.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

This notice and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales.

.....

For and on behalf of

[Chargor Name]

PART B
ACKNOWLEDGEMENT: HEDGING AGREEMENTS

To: BentallGreenOak UK Secured Lending III S.à r.l. (as "**Security Agent**")

Date: []

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "**Chargor**") in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "**Security Agent**") of all the Chargor's rights, title and interest in and to the Hedging Agreement (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of such notice; and
- (b) we have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreement.

We further acknowledge:

- 1. no amendment, waiver or release of any rights, title or interests arising under the Hedging Agreement will be effective without the prior written consent of the Security Agent (except as permitted in accordance with the terms of the Facility Agreement (as defined in the Agreement));
- 2. the right to exercise certain rights, title and interest (including certain termination rights) is subject to clause 8.4 (*Hedging*) of the Facility Agreement (as defined in the Agreement);
- 3. no termination of such rights, title or interests will be effective unless we have given the Security Agent [21] days' written notice of the proposed termination and specifying the action necessary to avoid such termination; and
- 4. the Chargor will remain liable to perform all its obligations under the Hedging Agreement and the Security Agent is under no obligation of any kind whatsoever under the Hedging Agreement nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Hedging Agreement.

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor (and the proceeds thereof) under the Hedging Agreement.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

.....

For and on behalf of

[Hedge Counterparty]

cc. [*Chargor Name*]

**SCHEDULE 7
RELEVANT CONTRACTS**

**PART A
NOTICE OF SECURITY TO CONTRACT COUNTERPARTY**

To: [Contract counterparty]

Date: []

We give you notice that, by a Security Agreement dated [] 2021 (the "Agreement"), we have created security by way of first fixed charge in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") as trustee for the Secured Parties over all our rights, title and interest in, to and under the [*describe contract*] dated [] between [] relating to [] including all monies payable thereunder (the "Contract").

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

Please note that with effect from the date of your receipt of this notice, until such time as you receive written notification from the Security Agent that an Event of Default has occurred and is continuing:

- (a) all payments by you to us arising under the Contract shall be paid to us; and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by us.

You are authorised and instructed to disclose to the Security Agent, without further approval from us, such information regarding the Contract as the Security Agent may from time to time request and to send copies of all notices issued by you under the Contract to the Security Agent as well as to us.

These instructions may not be revoked without the prior written consent of the Security Agent. The terms of the Contract may not be amended, varied, waived or terminated, without the prior written consent of the Security Agent (except as permitted in accordance with the terms of the Facility Agreement (as defined in the Agreement)).

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

.....

For and on behalf of

[Chargor Name]

PART B
ACKNOWLEDGEMENT: CONTRACT COUNTERPARTY

To: BentallGreenOak UK Secured Lending III S.à r.l. (as Security Agent)

Date: []

We confirm receipt of a notice dated [] of security created by [*Chargor Name*] (the "Chargor") in favour of BentallGreenOak UK Secured Lending III S.à r.l. (the "Security Agent") over all the Chargor's rights, title and interest in and to the Contract (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of such notice; and
- (b) we have not received notice of any prior security over, or the interest of any third party in, the Contract.

We further confirm that:

- 1. no amendment, waiver or release of any such rights, title or interests will be effective without the prior written consent of the Security Agent (except as permitted in accordance with the terms of the Facility Agreement (as defined in the Agreement));
- 2. no termination of any such rights, title or interests will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
- 3. the Chargor will remain liable to perform all its obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Contract; and
- 4. no breach or default on the part of the Chargor of any of the terms of the Contract will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We confirm that we have made all necessary arrangements for all future payments payable under the Contract to be made as specified in the notice.

We have not claimed or exercised, and waive all future rights to claim or exercise, any rights of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

.....

For and on behalf of

[Contract counterparty]

cc. [*Chargor Name*]

EXECUTION PAGE

Chargors

EXECUTED AS A DEED by)
)
SACKVILLE STREET PROPERTY)
COMPANY LIMITED

a company incorporated in Jersey, acting by

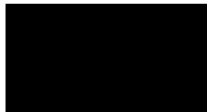
Rosa Brand

who, in accordance with the laws of that
territory, is acting under the authority of the
company

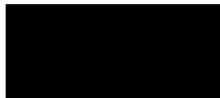
Signature in the name of the Company:

**SACKVILLE STREET PROPERTY
COMPANY LIMITED**

Signature of authorised signatory:



EXECUTED AS A DEED by)
)
SACKVILLE STREET OPCO LIMITED)



.....

Signature of director

Rosa Brand

.....

Name of director



.....

Signature of witness

Christopher Kusuma

.....

Name of witness

Christopher Kusuma

.....

Address of witness

.....

I confirm that I was physically present when **Rosa Brand** signed this deed.



EXECUTED AS A DEED by)
)
SACKVILLE STREET COMMERCIAL)
PROPCO LIMITED

 Signature of director
Rosa Brand Name of director

 Signature of witness
Christopher Kusuma Name of witness
Christopher Kusuma Address of witness

.....
I confirm that I was physically present when Rosa Brand signed this deed.

EXECUTED AS A DEED by)
)
MODA LIVING (SACKVILLE ROAD))
LIMITED

 Signature of director
Paul Bullers Name of director
 Signature of director/secretary
Myles Hartley Name of director/secretary

Security Agent

Signed by

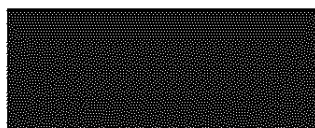
BENTALLGREENOAK UK SECURED)

LENDING III S.À R.L.

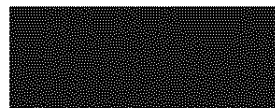
for and on its behalf)

by its duly authorised)

Officer)



Tony Whiteman



Valerie Warland