



Registration of a Charge

Company name: **CLOVERTAME LIMITED**

Company number: **11416149**

Received for Electronic Filing: **02/10/2020**



Details of Charge

Date of creation: **28/09/2020**

Charge code: **1141 6149 0001**

Persons entitled: **BANK OF LONDON AND THE MIDDLE EAST PLC**

Brief description: **78 RESIDENTIAL UNITS AT BROADWATER APARTMENTS,
SOUTHDOWNVIEW ROAD, WORTHING BN14 8NN COMPRISING PART
OF THE LAND REGISTERED UNDER TITLE NUMBERS WSX337119 AND
WSX303989**

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: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11416149

Charge code: 1141 6149 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2020 and created by CLOVERTAME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2020 .

Given at Companies House, Cardiff on 5th October 2020

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

FREETHS

- (1) **Clovertame Limited**
as the Chargor
- (2) **Bank of London and the Middle East plc**
as the Bank

Security Agreement

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EXECUTION55

THIS DEED is made on 28th September

2020

BETWEEN:

- (1) **CLOVERTAME LIMITED** of 3rd Floor, Building 2, Universal Square, Devonshire Street North, Manchester M12 6JH (company registration no. 11416149) (the **Chargor**)
- (2) **BANK OF LONDON AND THE MIDDLE EAST PLC** of Cannon Place, 78 Cannon Street, London EC4N 6HL (company registration no. 05897786) (the **Bank**)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Deed the following words and expressions have the following meanings:

Assigned Agreement each document or agreement expressed to be assigned under Clause 3.3 (*Assignment*);

Associated Benefits in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or profit paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset;

including, in the case of shares, all shares and other securities accruing, offered or issued at any time by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, whether under option rights or otherwise;

Bank Account all current, deposit or other accounts maintained with any bank, financial institution or other person;

Book Debts	in relation to the Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims;
Delegate	any delegate, agent, attorney or co-trustee appointed by the Bank;
Event of Default	has the meaning given to that term in the Master Murabaha Agreement;
Facility Document	has the meaning given to that term in the Master Murabaha Agreement;
Floating Charge Asset	at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed;
Insolvency Act	the Insolvency Act 1986.;
Insolvency Event	<p>any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <ul style="list-style-type: none"> (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor; (b) a composition, compromise, assignment or arrangement with any creditor of the Chargor; (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, trustee in bankruptcy or other similar officer in respect of the Chargor or any of its assets; or

(d) the enforcement of any Security over any assets of the Chargor,

or any analogous procedure or step is taken in any jurisdiction, save, in each case, where any such actions, legal proceedings, procedures or steps is frivolous or vexatious and in any event is discharged within 20 days;

Insurances all contracts or policies of insurance of whatever nature that relate to any Secured Property;

Intellectual Property (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trademarks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered; and
(b) the benefit of any applications and rights to use such assets, in each case throughout the world now and in the future;

Investments (a) the Specified Shares; and
(b) all other stocks, shares, bonds, securities or investments;

Lease Document (a) any Occupational Lease for all or part of any Real Property;
(b) any agreement to grant an Occupational Lease for all or part of any Real Property; and
(c) any other document designated as such by the Bank and the Chargor;

LPA the Law of Property Act 1925;

Master Murabaha Agreement the master murabaha agreement dated on or about the date of this Deed between the Chargor as purchaser and the Bank as seller;

Occupational Lease	has the meaning given to that term in the Master Murabaha Agreement;
Permitted Lease	has the meaning given to that term in the Master Murabaha Agreement;
Real Property	<ul style="list-style-type: none"> (a) all estates or interests in any freehold or leasehold property; (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property; (c) all easements, rights, agreements and other benefits in respect of that property; and (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property;
Receiver	a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property;
Secured Liabilities	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Bank under each Facility Document;
Secured Property	the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed;
Specified IPR	the Intellectual Property rights specified in Part 6 of Schedule 1 (<i>Specified IPR</i>);
Specified Shares	any shares specified in Part 2 of Schedule 1 (<i>Specified Shares</i>);
Subordinated Debt Document	any document, agreement or instrument evidencing or recording any Subordinated Indebtedness or its terms,

including any specified in Part 5 of Schedule 1
(Assigned Agreements);

1.2. Construction

1.2.1. Unless a contrary indication appears, in this Deed:

- 1.2.1.1. terms defined in the Master Murabaha Agreement have the same meaning in this Deed;
- 1.2.1.2. the provisions of Clause 1.2 (*Construction*) of the Master Murabaha Agreement apply to this Deed as if set out in full in this Deed, except that references to the Master Murabaha Agreement shall be construed as references to this Deed; and
- 1.2.1.3. all provisions in the Master Murabaha Agreement that are deemed to apply to the Facility Documents apply to this Deed as if set out in full in this Deed.

1.2.2. Unless a contrary indication appears, any reference in this Deed to:

- 1.2.2.1. an **account** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;
- 1.2.2.2. any **asset** includes:
 - 1.2.2.2.1 present and future properties;
 - 1.2.2.2.2 revenues and rights of every description;
 - 1.2.2.2.3 all proceeds of sale of such asset;
 - 1.2.2.2.4 all rights under any agreement for the sale, lease or licence of such asset;
 - 1.2.2.2.5 and any monies paid or payable in respect of such asset;
- 1.2.2.3. any **disposal** includes:
 - 1.2.2.3.1 a sale, transfer, assignment, grant, lease, licence, declaration of trust

or other disposal, whether voluntary or involuntary; and

1.2.2.3.2 **dispose** will be construed accordingly;

1.2.2.4. a **Facility Document** or any other agreement or instrument is a reference to that Facility Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time; and

1.2.2.5. a **tenant** of any property includes any sub-tenant, licensee or other user or occupier of that property.

1.2.3. Where this Deed includes the words '**including**', '**in particular**' or '**or otherwise**' (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4. References to any Security "**created by this Deed**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.2.5. In this Deed, clause and schedule headings are for ease of reference only.

1.3. **Incorporation of other terms**

The terms of the other Facility Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4. **Rights of third parties**

1.4.1. Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Deed.

1.4.2. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

- 1.4.3. Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

The Chargor, as principal debtor and not just as surety, covenants with the Bank to pay or discharge the Secured Liabilities in the manner provided for in the Facility Documents.

3. GRANT OF SECURITY

3.1. Mortgage

The Chargor charges by way of first legal mortgage:

- 3.1.1. all its Real Property described in Part 1 of Schedule 1 (*Real Property*); and
- 3.1.2. all its other Real Property (if any) as at the date of this Deed.

3.2. Fixed charges

The Chargor charges by way of first fixed charge:

- 3.2.1. to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2. all its Real Property acquired after the date of this Deed;
- 3.2.3. all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not effectively otherwise mortgaged or charged under this Deed;
- 3.2.4. all its Specified Shares;
- 3.2.5. all its Investments (other than its Specified Shares charged under Clause 3.2.4);
- 3.2.6. all its Bank Accounts maintained with the Bank, including any specified in Part 3 of Schedule 1 (*Bank Accounts*), and all monies (including profit) at any time standing to the credit of such account;
- 3.2.7. all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);

- 3.2.8. all its Book Debts, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9. all its goodwill and uncalled capital;
- 3.2.10. all its Intellectual Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.11. all its Assigned Agreements, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.12. all Associated Benefits relating to its Secured Property to the extent not effectively assigned under Clause 3.3 (*Assignment*).

3.3. Assignment

The Chargor assigns by way of security:

- 3.3.1. all its Insurances, including any specified in Part 4 of Schedule 1 (*Insurances*);
- 3.3.2. all its Lease Documents;
- 3.3.3. all its Subordinated Debt Documents, including any specified in Part 5 of Schedule 1 (*Assigned Agreements*);
- 3.3.4. any agreement for the sale of any of its Secured Property;
- 3.3.5. any agreement relating to the appointment of the Managing Agent;
- 3.3.6. any other material agreement to which it is a party;
- 3.3.7. any material agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act;
- 3.3.8. all its Bank Accounts maintained with any bank, financial institution or other person (other than the Bank), including any specified in Part 3 of Schedule 1 (*Bank Accounts*), and all monies (including profit) at any time standing to the credit of such account; and
- 3.3.9. all its Specified IPR,

in each case, together with all Associated Benefits relating to such Secured Property.

3.4. Floating charge

- 3.4.1. The Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).

- 3.4.2. Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5. General

All Security created by this Deed:

- 3.5.1. is created in favour of the Bank;
- 3.5.2. unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.5.3. is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6. Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

- 3.6.1. regardless of the date on which any of the Secured Liabilities were incurred;
- 3.6.2. notwithstanding any intermediate payment or discharge; and
- 3.6.3. in respect of the full amount of the Secured Liabilities at the relevant time, even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.7. Additional security

- 3.7.1. The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Bank.
- 3.7.2. No prior Security held by the Bank over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.8. Validity of details of Secured Property

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONSENTS

- 4.1. The Chargor represents to the Bank on the date of this Deed that each of the Assigned Agreements which it has any right, title or interest in, under or to, is capable of being freely assigned by it without the consent of any other person.
- 4.2. The Chargor shall ensure that any agreement it enters into after the date of this Deed is capable of being freely assigned by it without the consent of any other person.

5. CONVERSION OF FLOATING CHARGE

5.1. Conversion by notice

The Bank may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Floating Charge Assets if:

- 5.1.1. an Event of Default occurs which is continuing;
- 5.1.2. the Bank becomes aware of any intention or proposal to appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- 5.1.3. the Bank considers that any Floating Charge Asset is in danger of being seized or sold under any legal process, or such assets are otherwise in jeopardy.

5.2. Automatic conversion

- 5.2.1. A floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:
 - 5.2.1.1. any Insolvency Event occurs; or
 - 5.2.1.2. the Chargor creates or purports to create any Security or Quasi-Security over any Floating Charge Asset in breach of any of the Facility Documents.
- 5.2.2. No floating charge created by this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium

being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

6. REPRESENTATIONS

The Chargor makes the representations and warranties set out in this Clause 6 to the Bank on the date of this Deed.

6.1. Title to Secured Property

It is the sole legal and beneficial owner of, and has good and marketable title to, the Secured Property, in each case, free from Security or restrictions (other than those created by or pursuant to the Facility Documents).

6.2. Intellectual Property

- 6.2.1. It is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business.
- 6.2.2. It does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect.
- 6.2.3. It has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

6.3. Times when representations made

- 6.3.1. All the representations and warranties in this Clause 6 are made by the Chargor on:
 - 6.3.1.1. the date of this Deed, on the date of the first Utilisation Notice and on the first Settlement Date; and
 - 6.3.1.2. the date of each Utilisation Notice and on each Settlement Date.
- 6.3.2. Each representation or warranty deemed to be made after the date of this Deed is deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

7. UNDERTAKINGS

The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding or the Bank has any commitment under any of the Facility Documents.

7.1. Negative pledge

7.1.1. The Chargor may not create or permit to subsist any Security over any of its assets.

7.1.2. The Chargor may not:

7.1.2.1. sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired;

7.1.2.2. sell, transfer or otherwise dispose of any of its receivables on recourse terms;

7.1.2.3. enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

7.1.2.4. enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7.1.3. Clauses 7.1.1 and 7.1.2 shall not apply to any Security or arrangement permitted under the Master Murabaha Agreement.

7.2. Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Property, other than as permitted under the Master Murabaha Agreement.

7.3. Secured Property

The Chargor shall:

7.3.1. on or at

7.3.1.1. the date of this Deed (in the case of any Secured Property existing on the date of this Deed);

7.3.1.2. on the date of acquisition or receipt of any Secured Property (in the case of any Secured Property acquired or received after the date of this Deed); and

7.3.1.3. any other time, promptly upon request by the Bank, deposit with the Bank:

7.3.1.3.1 all documents of title or other evidence of ownership relating to its Secured Property;

7.3.1.3.2 transfers of the Investments, each executed in blank; and

7.3.1.3.3 such deeds, certificates and documents relating to its Secured Property as the Bank may reasonably request;

7.3.2. promptly upon reasonable request by the Bank affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Bank may require, a clearly legible identification plate stating that the asset has been charged to the Bank, in a form acceptable to the Bank; and

7.3.3. promptly supply to the Bank such further information regarding its Secured Property as the Bank may reasonably request.

7.4. Notice of charge or assignment

The Chargor shall serve notice of each charge or assignment created by this Deed in respect of:

7.4.1. each of its Insurances, by sending a notice substantially in the form of Part 1 of Schedule 2 (*Form of notice relating to Insurances*) to the relevant insurance company or underwriter on:

7.4.1.1. the date of this Deed (in the case of any Insurances existing on the date of this Deed); and

7.4.1.2. the date of entry into of any other Insurances (in the case of any Insurances entered into after the date of this Deed);

7.4.2. each of its Lease Documents (other than a Permitted Lease), by sending a notice substantially in the form of Part 2 of Schedule 2 (*Form of notice relating to Lease Documents*) to the relevant tenant on:

7.4.2.1. the date of this Deed (in the case of any Lease Document existing on the date of this Deed); and

7.4.2.2. the date of entry into of any other Lease Document (in the case of any Lease Document entered into after the date of this Deed);

7.4.3. each of its Assigned Agreements other than any Insurances and any Lease Documents (a **Relevant Assigned Agreement**), by sending a notice substantially in the form of Part 3 of Schedule 2 (*Form of notice relating to Assigned Agreement (other than Insurances and Lease Documents)*) to each counterparty to that Relevant Assigned Agreement on:

7.4.3.1. the date of this Deed (in the case of any Relevant Assigned Agreement existing on the date of this Deed); and

7.4.3.2. the date of entry into of any other Relevant Assigned Agreement (in the case of any Relevant Assigned Agreement entered into after the date of this Deed);

7.4.4. each of its accounts charged under Clause 3.2.6 or assigned under Clause 3.3.8, by sending a notice substantially in the form of Part 4 of Schedule 2 (*Form of notice relating to Bank Accounts (Bank does not have sole signing rights)*):

7.4.4.1. in the case of any account in respect of which the Bank does not have sole signing rights; and

7.4.4.2. to the person with whom that account is held,

on:

7.4.4.3. the date of this Deed (in the case of any account existing on the date of this Deed); and

7.4.4.4. the date of opening of any other account (in the case of any account opened after the date of this Deed); and

7.4.5. to the extent that the Bank is the bank or financial institution with whom a Bank Account is maintained, the Bank acknowledges that this Deed constitutes notice to it of the charge under Clause 3.2.6.

7.5. Acknowledgment of charge or assignment

The Chargor shall use reasonable endeavours to ensure that each notice served by it under Clause 7.4 (*Notice of charge or assignment*) is, on the date of such notice, acknowledged by the recipient in the form substantially attached to such notice.

7.6. Real Property Restriction

7.6.1. The Chargor shall ensure that a restriction in standard form P in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF SECURITY AGREEMENT] in favour of Bank of London and the

Middle East plc referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Bank to make further advances under the terms of the Facility Documents.

7.6.2. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

7.7. Investments

7.7.1. The Chargor may not:

7.7.1.1. take or permit the taking of any action which may:

7.7.1.1.1 adversely affect the value of any of the Investments;

7.7.1.1.2 prejudice the interests of the Bank; or

7.7.1.1.3 result in the rights attaching to any of the Investments being altered or diluted;

7.7.1.2. except, where the Bank so requires or permits, to nominate another person to enjoy or exercise any of its rights in relation to any of the Investments.

7.7.2. Subject to Clause 7.7.1 and provided that no Event of Default is continuing, the Chargor may:

7.7.2.1. receive and retain all dividends or other income paid or payable in respect of its Investments; and

7.7.2.2. exercise all voting and other rights attaching to its Investments,

provided that it does so for a purpose not inconsistent with any Facility Document.

7.7.3. While any Event of Default is continuing, the Chargor shall:

- 7.7.3.1. hold any dividends or other income received in respect of the Investments on trust for the Bank;
- 7.7.3.2. pay such amounts into a separate account or otherwise as the Bank may direct; and
- 7.7.3.3. exercise all voting and other rights attaching to the Investments as the Bank may direct.

7.8. Bank Accounts

- 7.8.1. The Chargor shall operate each Bank Account in accordance with the Master Murabaha Agreement and the terms provided in the notice referred to in Clause 7.4 (*Notice of charge or assignment*); and
- 7.8.2. take such action as the Bank may require to ensure that the account mandate for each Bank Account is altered in such way as the Bank may direct.

7.9. Book Debts

The Chargor shall:

- 7.9.1. promptly collect each Book Debt when due for payment;
- 7.9.2. promptly take and pursue all action necessary to recover any Book Debts which is not paid when due in accordance, if applicable, with any instructions from the Bank;
- 7.9.3. not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Bank; and
- 7.9.4. immediately upon receipt:
 - 7.9.4.1. pay all amounts received in respect of any Book Debts in accordance with the terms of the Master Murabaha Agreement; and
 - 7.9.4.2. pending such payment, hold such amounts on trust for the Bank.

7.10. Intellectual Property

7.10.1. The Chargor shall:

- 7.10.1.1. preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
- 7.10.1.2. use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- 7.10.1.3. make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property; and
- 7.10.1.4. not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property.

7.10.2. The Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by this Deed.

7.11. Assigned Agreements

7.11.1. The Chargor shall:

- 7.11.1.1. on the date of entry into an Assigned Agreement, deliver to the Bank a certified copy of such Assigned Agreement;
- 7.11.1.2. perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each Assigned Agreement in a diligent and timely manner;
- 7.11.1.3. not make or agree to:
 - 7.11.1.3.1 make any amendments or modifications to;
 - 7.11.1.3.2 waive any of its rights under; nor

7.11.1.3.3 exercise any right to terminate any Assigned Agreement,

except, in each case, as permitted under the Master Murabaha Agreement; and

7.11.1.4. promptly inform the Bank of any material disputes relating to each Assigned Agreement.

7.11.2. Subject to Clause 7.11.1 and provided that no Event of Default is continuing, the Chargor may exercise its rights under each Assigned Agreement without further reference to the Bank, unless such exercise may result in a Default, adversely affect the value of the Secured Property or prejudice the interests of the Bank under any Facility Document.

7.11.3. While any Event of Default is continuing, the Chargor shall exercise its rights under each Assigned Agreement in accordance with the instructions of the Bank.

7.12. Further assurance

The Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Bank may reasonably require:

7.12.1. to create, perfect, protect and (if necessary) maintain the Security created by this Deed;

7.12.2. for the exercise of any rights, powers and remedies of the Bank provided by or under this Deed or by law or regulation;

7.12.3. to confer on the Bank security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created by this Deed; and/or

7.12.4. to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

7.13. Power to remedy

- 7.13.1. If the Chargor fails to comply with any of its obligations under this Deed, the Bank (or its nominee) may (at the Chargor's expense) take such action as is reasonably necessary:
 - 7.13.1.1. to protect any assets against the consequences of the Chargor's non-compliance; and/or
 - 7.13.1.2. to ensure compliance with such obligations.
- 7.13.2. The Bank is not obliged to perform any obligation of the Chargor nor to take any action which it may be entitled to take under this Deed.

8. POWER OF ATTORNEY

- 8.1. As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Bank, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 8.2. Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything:
 - 8.2.1. which the Chargor is obliged to do under any Facility Document to which it is a party but has failed to do; or
 - 8.2.2. which the Bank, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Facility Document or any law or regulation.
- 8.3. The Chargor ratifies and confirms anything done by any attorney under this Clause 8.
- 8.4. The Chargor agrees to indemnify each attorney against:
 - 8.4.1. all actions, claims, demands and proceedings taken or made against it; and
 - 8.4.2. all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

9. RIGHTS OF ENFORCEMENT

9.1. Secured Liabilities deemed payable

For the purposes of all rights and powers implied by statute, the Secured Liabilities are due and payable on the date of this Deed.

9.2. When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

9.3. Enforcement powers

At any time:

9.3.1. when the Security created by this Deed is enforceable; or

9.3.2. following a request by the Chargor,

the Bank may, without further notice:

9.3.3. sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;

9.3.4. appoint one or more persons to be a Receiver of all or any part of the Secured Property;

9.3.5. appoint an administrator of the Chargor;

9.3.6. exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or

9.3.7. take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

9.4. Rights in relation to a Receiver

9.4.1. The Bank may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers.

9.4.2. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver.

- 9.4.3. The Bank may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

9.5. Redemption of prior Security

- 9.5.1. Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

- 9.5.1.1. the Security created by this Deed becomes enforceable;
and/or
9.5.1.2. the holder of such other Security takes any steps to enforce that Security,

the Bank or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security.

- 9.5.2. All amounts paid by the Bank or a Receiver under this Clause 9.5 will form part of the Secured Liabilities.

9.6. Appropriation of payments

Any appropriation by the Bank or a Receiver under this Deed will override any appropriation by the Chargor.

9.7. Financial collateral

- 9.7.1. To the extent that:

- 9.7.1.1. any of the assets mortgaged, assigned or charged under this Deed constitute 'financial collateral'; and
9.7.1.2. this Deed constitutes a 'financial collateral arrangement'

(in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the **FC Regulations**));

- 9.7.1.3. the Bank will have the right at any time when such Security is enforceable to appropriate all or any part of

that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

9.7.2. Where any financial collateral is appropriated, its value shall be:

9.7.2.1. in the case of cash, its face value at the time of the appropriation;

9.7.2.2. if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

9.7.2.3. in any other case, the amount reasonably determined by the Bank by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 9.7.2 is commercially reasonable for the purposes of the FC Regulations.

9.8. Demands

Any demand for payment made by the Bank shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

10. POWERS OF A RECEIVER

10.1. General powers

Any Receiver will have:

10.1.1. the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

10.1.2. the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

- 10.1.3. all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

10.2. Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 10.2.1. the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;
- 10.2.2. the power to do all other acts and things which the Receiver may consider:
 - 10.2.2.1. desirable or necessary for realising any of the Secured Property; or
 - 10.2.2.2. incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 10.2.3. the power to use the Chargor's name for all the above purposes.

10.3. Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 10.3.1. the restriction on the consolidation of mortgages in section 93 of the LPA;
- 10.3.2. the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 10.3.3. the conditions to the exercise of a power of sale in section 103 of the LPA;
- 10.3.4. the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 10.3.5. the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

11. APPLICATION OF THE PROCEEDS

11.1. Order of priority

All amounts received by the Bank or Receiver in connection with the enforcement of the Security created by this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Master Murabaha Agreement.

11.2. New accounts

11.2.1. If at any time:

- 11.2.1.1. any of the Chargor's obligations cease to be continuing obligations for any reason; or
- 11.2.1.2. the Bank receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

the Bank may open a new account with the Chargor.

11.2.2. If the Bank does not open a new account, it will be treated:

- 11.2.2.1. as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received; and
- 11.2.2.2. as from that time, all payments made by or on behalf of the Chargor to the Bank will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

11.3. Release of Secured Property

If the Bank is satisfied that:

- 11.3.1. all the Secured Liabilities have, subject to Clauses 14.1 (*Reinstatement*) and 14.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full; and

11.3.2. all facilities which might give rise to Secured Liabilities terminated, the Bank will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security created by this Deed.

12. PROTECTION OF THIRD PARTIES

12.1. No buyer from, or other person dealing with the Bank or any Receiver, will be concerned to enquire whether:

- 12.1.1. any money remains due under the Facility Documents;
- 12.1.2. any power which the Bank or a Receiver is purporting to exercise has arisen or become exercisable; or
- 12.1.3. the Bank or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

12.2. The receipt of the Bank or any Receiver will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

13. PROTECTION OF THE BANK

13.1. No liability as mortgagee in possession

Neither the Bank nor any Receiver will be liable:

- 13.1.1. to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Property;
- 13.1.2. for any cost, loss or liability on realisation;
- 13.1.3. for any default or omission for which a mortgagee in possession might be liable,

save for any cost, loss or liability which is caused by the Bank's, or as the case may be, the Receiver's own fraud, gross negligence or wilful misconduct.

13.2. Tacking

The Security created by this Deed is intended to secure any further advances which the Bank is obliged to make under the Facility Documents.

13.3. Discretion of the Bank

- 13.3.1. The Bank is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Facility Documents; and
- 13.3.2. the Chargor does not have any right to control or restrict the Bank's exercise of any of its rights, powers or discretions under this Deed.

14. SAVING PROVISIONS

14.1. Reinstatement

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

- 14.1.1. any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or
- 14.1.2. any Security (or other right) held by the Bank in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then:

- 14.1.3. the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge, and:
 - 14.1.3.1. as if the relevant payment had not been made; and/or (as applicable)
 - 14.1.3.2. the relevant obligation or Security (or other right) had not been so affected; and

14.1.4. accordingly, (but without limiting the Bank's other rights under this Deed), the Bank will be entitled to recover from the Chargor:

14.1.4.1. the value which the Bank has placed upon such Security (or other right); or

14.1.4.2. the amount of any such payment as if such release, settlement or discharge had not occurred.

14.2. Avoidable payments

If the Bank, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

14.3. Waiver of defences

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 14.3, would reduce, release or prejudice any of its obligations under:

14.3.1. this Deed; or

14.3.2. the Security created by this Deed,

(without limitation and whether or not known to it or the Bank) including:

14.3.3. any time, waiver or consent granted to, or composition with, the Chargor or other person;

14.3.4. the release of any other person under the terms of any composition or arrangement with any creditor of the Chargor;

14.3.5. the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce:

14.3.5.1. any rights against, or security over assets of, the Chargor or other person;

14.3.5.2. any non-presentation or non-observance of any formality or other requirement in respect of any instrument; or

14.3.5.3. any failure to realise the full value of any security;

- 14.3.6. any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 14.3.7. any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of:
 - 14.3.7.1. any Facility Document; or
 - 14.3.7.2. any other document or security,including, without limitation:
 - 14.3.7.3. any change in the purpose of, any extension of or any increase in any facility; or
 - 14.3.7.4. the addition of any new facility under any Facility Document or other document or security;
- 14.3.8. any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security; or
- 14.3.9. any insolvency or similar proceedings.

14.4. Chargor's intent

Without prejudice to the generality of Clause 14.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to:

- 14.4.1. any (however fundamental) variation, increase, extension or addition of or to any of the Facility Documents; and/or
- 14.4.2. any facility or amount made available under any of the Facility Documents,

for the purposes of or in connection with any of the following:

- 14.4.3. acquisitions of any nature;
- 14.4.4. increasing working capital;
- 14.4.5. enabling distributions to be made;
- 14.4.6. carrying out restructurings;
- 14.4.7. refinancing existing facilities;

- 14.4.8. refinancing any other indebtedness;
- 14.4.9. making facilities available to new purchasers;
- 14.4.10. any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and
- 14.4.11. any fees, costs and/or expenses associated with any of the foregoing.

14.5. Immediate recourse

- 14.5.1. The Chargor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed.
- 14.5.2. This waiver applies irrespective of any law or any provision of a Facility Document to the contrary.

14.6. Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Facility Documents have been irrevocably paid in full, the Bank (or any trustee or agent on its behalf) may:

- 14.6.1. refrain from applying or enforcing any other moneys, security or rights held or received by the Bank (or any trustee or agent on its behalf) in respect of those amounts;
- 14.6.2. apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 14.6.3. hold in a profit-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

15. CHANGES TO THE PARTIES

15.1. No assignment by Chargor

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

15.2. Assignment by Bank

The Bank may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Master Murabaha Agreement.

16. NOTICES

16.1. Communications in writing

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

16.2. Addresses

The address, fax number (if any), email address (if any) of each party to this Deed, as well as the department or officer of each party for whose attention the communication is to be made (if any), for any communication or document to be made or delivered under or in connection with this Deed is:

16.2.1. in the case of the Chargor:

Attention: Ben Eades
Address: 3rd Floor, Building 2, Universal Square,
Devonshire Street North, Manchester M12 6JH

16.2.2. in the case of the Bank:

Attention: Head of Operations
Address: Bank of London and the Middle East plc, Cannon
Place, 78 Cannon Street, London EC4N 6HL
Fax: +44 (0)20 7618 0033
Email: operations@blme.com

or any substitute address, fax number (if any), email address (if any) and department or officer (if any) as one party may notify to the other party by not less than five Business Days' notice.

16.3. Delivery requirements

16.3.1. Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

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

16.3.1.2. if by way of fax, when actually received in legible form; or

16.3.1.3. if by way of email, when actually received in readable form; and

16.3.1.4. if a particular department or officer is specified as part of its address details provided under Clause 16.2 (*Addresses*) if addressed to that department or officer.

16.3.2. Any communication or document to be made or delivered to the Bank will be effective:

16.3.2.1. only when actually received by the Bank; and then

16.3.2.2. only if it is expressly marked for the attention of the department or officer identified in Clause 16.2.2 (or any substitute department or officer as the Bank shall specify for this purpose).

16.3.3. Any communication or document which becomes effective, in accordance with Clauses 16.3.1 and 16.3.2:

16.3.3.1. on a day which is not a Business Day; or

16.3.3.2. after 5:00pm on any Business Day in the place of receipt,

shall be deemed only to become effective on the following Business Day.

16.4. English language

Each communication and document made or delivered by one party to the other pursuant to this Deed must be in the English language.

17. COUNTERPARTS

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

18. NO INTEREST

The parties recognise and agree that:

- 18.1. the principle of the payment of interest is repugnant to Sharia'a; and
- 18.2. accordingly, to the extent that any legal system would (but for the provisions of this Clause 18) impose (whether by contract or by statute) any obligation to pay interest under any Facility Document, they hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

19. GOVERNING LAW

This Deed and any obligations arising out of or in connection with it are governed by the law of England and Wales.

20. JURISDICTION

- 20.1. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a **Dispute**).
- 20.2. The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

- 20.3. This Clause 20 is for the benefit of the Bank only. As a result, the Bank, will not be prevented from taking proceedings relating to a Dispute In any other court with jurisdiction.
- 20.4. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

EXECUTION AND DELIVERY

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

SCHEDULE 1

DETAILS OF SECURED PROPERTY

Part 1

Real Property

Address of Property	Title Number(s)
78 residential units at Broadwater Apartments, Southdownview Road, Worthing BN14 8NN shown edged red on the plan included at Schedule 3 (- <i>Plan of the Property</i>) and comprising part of the land registered under the title numbers included herein	WSX337119 & WSX303989

Part 2

Specified Shares

Name of company whose shares are held	Registration number (or equivalent, if any) of the company whose shares are held	Number and class of shares
<i>Intentionally left blank</i>		

Part 3

Bank Accounts

Name or designation of Bank Account	Account number	Sort Code	Name of institution and branch at which Bank Account held
Operating Account	01064172	30-01-40	Bank of London and the Middle East plc
Rent Account	01064180	30-01-40	Bank of London and the Middle East plc
Proceeds Account	01064164	30-01-40	Bank of London and the Middle East plc

Part 4

Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter

Part 5

Assigned Agreements

Brief description of agreement	Parties to agreement
Agreement in respect of the appointment of the Managing Agent	(1) Clovertame Limited of 3 rd Floor, Building 2, Universal Square, Devonshire Street North, Manchester M12 6JH (2) Residential Agency Limited of 3 rd Floor, Building 2, Universal Square, Devonshire Street North, Manchester M12 6JH

Part 6

Specified IPR

Brief description of right	Registration number (if any)	Date of renewal (if any)

Intentionally left blank

SCHEDULE 2

NOTICES

Part 1

Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs

Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the **Policy**).
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [BANK] (the **Bank**) all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Bank.
4. Until you receive written notice to the contrary from the Bank, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Bank.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1. to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Bank may from time to time reasonably request; and
 - 5.2. to make all payments under or in connection with the Policy as directed by the Bank; and
 - 5.3. to give at least 30 days' notice to the Bank if you propose to:
 - 5.3.1. repudiate, rescind or cancel the Policy;

- 5.3.2. treat the Policy as avoided in whole or in part;
- 5.3.3. treat the Policy as expired due to non-payment of premium (and in such notice you must give the Bank the opportunity to rectify any such non-payment of premium within the notice period); or
- 5.3.4. otherwise decline any claim under the Policy by or on behalf of any insured party.

- 6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Bank.
- 7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
- 8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF BANK]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

- 1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;

2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully

.....

for and on behalf of

[INSURANCE COMPANY / UNDERWRITER]

Part 2

Form of notice relating to Lease Documents

To: [NAME AND ADDRESS OF TENANT / LICENSEE / OCCUPIER]

Dated: [DATE]

Dear Sirs

Notice of Security

1. We refer to [LEASE DOCUMENT] between you and us dated [DATE] (the **Lease**).
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [BANK] (the **Bank**) all of our present and future rights, title and interest in, under and to the Lease, including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant.
3. We may not without the prior consent of the Bank:
 - 3.1. agree to any amendment, supplement, extension, waiver, surrender or release in respect of the Lease;
 - 3.2. exercise any right to break, determine or extend the Lease;
 - 3.3. commence any forfeiture or irritancy proceedings in respect of the Lease;
 - 3.4. consent to any sublease or assignment of your interest under the Lease;
 - 3.5. agree to any change of use under, or rent review in respect of, the Lease (except where required to do so under the terms of the Lease);
 - 3.6. serve any notice on you (or on any guarantor) which would entitle you to a new lease or tenancy; or
 - 3.7. assign any of our rights or transfer any of our rights or obligations under the Lease.
4. Until you receive written notice to the contrary from the Bank, you may continue to deal with us in relation to the Lease. After you receive such notice, we will cease to have any right to deal with you in relation to the Lease and you must deal directly with or upon the written instructions of the Bank. We will remain liable to perform all our obligations under the Lease and the Bank is under no obligation of any kind under the Lease and assumes no liability in the event of any failure by us to perform our obligations under the Lease.

5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1. to disclose such information relating to the Lease and to give such acknowledgements and undertakings and agreements relating to the Lease as the Bank may from time to time reasonably request; and
 - 5.2. on receiving written notice from the Bank, to pay all amounts under or in connection with the Lease to an account specified by the Bank in writing.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Bank.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully

.....

for and on behalf of

[CHARGOR]

[To be included on any copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF BANK]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Lease and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Lease.

Yours faithfully

.....

for and on behalf of

[TENANT / LICENSEE / OCCUPIER]

Part 3

Form of notice relating to Assigned Agreement (other than Insurances and Lease Documents)

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs

Notice of Security

1. We refer to [AGREEMENT] between you and us dated [DATE] (the **Agreement**).
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [BANK] (the **Bank**), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not without the prior consent of the Bank:
 - 3.1. agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2. consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3. assign any of our rights or transfer any of our rights or obligations under the Agreement.
4. Until you receive written notice to the contrary from the Bank, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Bank. We will remain liable to perform all our obligations under the Agreement and the Bank is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1. to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Bank may from time to time reasonably request; and

- 5.2. on receiving written notice from the Bank, to pay all amounts under or in connection with the Agreement to an account specified by the Bank in writing.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Bank.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully

.....
for and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF BANK]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and

3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully

.....

for and on behalf of

[COUNTERPARTY]

Part 4

Form of notice relating to Bank Accounts (Bank does not have sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the **Account Bank**)

Dated: [DATE]

Dear Sirs

Notice of Security

1. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [BANK] (the **Bank**) all of our present and future rights, title and interest in, under and to each account listed below (each an **Account**), including all monies (including profit) at any time standing to the credit of such accounts.

Name or designation of Bank Account	Account number	Sort Code	Name of institution and branch at which Bank Account held
[]	[]	[]	[]
[]	[]	[]	[]

2. We may continue to operate each Account unless and until the Bank notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Bank to each withdrawal.
3. We irrevocably and unconditionally authorise and instruct you:
 - 3.1. with effect from the date of this notice, to disclose to the Bank such information relating to us and each Account as the Bank may from time to time reasonably request, including granting the Bank access to our online account details and providing copies of all statements, in electronic or paper form; and
 - 3.2. with effect from the date of the notification described in Paragraph 2:
 - 3.2.1. to hold all monies from time to time standing to the credit of each Account to the order of the Bank and accordingly to pay all or any

part of those monies to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank; and

3.2.2. to accept any instructions from the Bank to change the signatories on the relevant account mandates to persons specified by the Bank.

4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Bank.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully

.....
For and on behalf of

[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF BANK]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

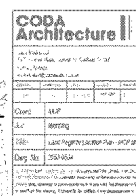
1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and

3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of
[ACCOUNT HOLDING INSTITUTION]

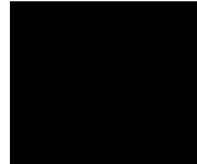
code	name	value	unit
C	RELATIVE INDEX TO SATURATED VAPOR PRESSURE	0.336	°C
B	RELATIVE INDEX TO SATURATED VAPOR PRESSURE	0.336	°C



EXECUTION

The Chargor

EXECUTED as a **DEED** by)
CLOVERTAME LIMITED)
acting by one director in the presence of:)



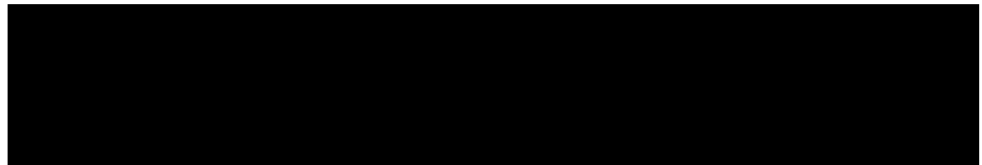
Director

Witness Signature:



Witness Name: *Imogen Greaves*

Witness Address:

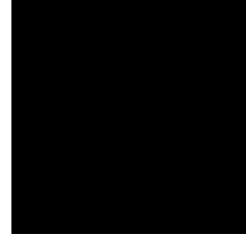


The Bank

EXECUTED as a DEED by

Paul De Croos

as attorney for **BANK OF LONDON AND
THE MIDDLE EAST PLC,**
in the presence of:



as attorney for **Bank of London and the
Middle East plc**

Witness Signature:



Witness Name:

REBECCA DE CROOS

Witness Address:

