

MR01

Particulars of a charge

012760113



Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where there is no instrument. Use form MR02

For further information, please refer to our guidance at www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record. **Do not send the original.**

WEDNESDAY



A29 *A4MDK8YJ*
16/12/2015 #148
COMPANIES HOUSE

1 Company details

Company number 0 9 8 1 3 1 5 3

Company name in full 26 HSCW LIMITED

01901

→ **Filing in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 0 7 7 2 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name RUBICON NO 5 LLP

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge

| | | |
|-------------------|--|--|
| 4 | Brief description | |
| | Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument | Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space |
| Brief description | (a) The freehold property known as 6 High Street, Colliers Wood, London and land on the north east side, SW19 2AE as registered with the Land Registry with absolute title under title number SGL172427, and (b) The freehold land lying to the north west side of High Street, Colliers Wood as registered with the Land Registry with absolute title under title number SGL386643 | |
| 5 | Other charge or fixed security | |
| | Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Floating charge | |
| | Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes | |
| 7 | Negative Pledge | |
| | Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Trustee statement [Ⓢ] | |
| | You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/> | [Ⓢ] This statement may be filed after the registration of the charge (use form MR06) |
| 9 | Signature | |
| | Please sign the form here | |
| Signature | Signature | |
| | This form must be signed by a person with an interest in the charge | |

MR01

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Tom Flatau**

Company name **Summers Solicitors LLP**

Address **22 Welbeck Street**

Post town **London**

County/Region

Postcode **W 1 G 8 E F**

Country **UK**

DX **82961 Mayfair**

Telephone **020 7224 2924**

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9813153

Charge code: 0981 3153 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2015 and created by 26 HSCW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2015.

DX

Given at Companies House, Cardiff on 22nd December 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Boodle Hatfield.

Dated 7 December 2015

26 HSCW Limited

Rubicon No 5 LLP

Debenture

WE CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL
Signed Boodle Hatfield LLP
Dated 11.12.2015
BOODLE HATFIELD LLP
240 Blackfriars Road London SE1 8NW

Ref PKB 502163 2
EXECUTION COPY

Boodle Hatfield LLP
240 Blackfriars Road, London SE1 8NW t +44 (0)20 7629 7411 f +44 (0)20 7629 2621
DX 53 Chancery Lane www.boodlehatfield.com

INDEX

| | | |
|----|---|----|
| 1 | DEFINITIONS AND INTERPRETATION | 1 |
| 2 | COVENANT TO PAY | 5 |
| 3 | SECURITY | 5 |
| 4 | APPLICATION TO LAND REGISTRY | 7 |
| 5 | REPRESENTATIONS AND WARRANTIES | 7 |
| 6 | GENERAL COVENANTS | 9 |
| 7 | PROPERTY COVENANTS | 10 |
| 8 | PRESERVATION OF SECURITY | 13 |
| 9 | ENFORCEMENT | 15 |
| 10 | APPLICATION OF PROCEEDS | 20 |
| 11 | EXPENSES AND INDEMNITY | 20 |
| 12 | FURTHER ASSURANCE | 21 |
| 13 | POWER OF ATTORNEY | 22 |
| 14 | ASSIGNMENT | 22 |
| 15 | MISCELLANEOUS | 22 |
| 16 | NOTICES | 23 |
| 17 | LAW AND JURISDICTION | 24 |
| 18 | RIGHTS OF THIRD PARTIES | 24 |
| | SCHEDULE 1 | 25 |
| | DESCRIPTION OF THE PROPERTY | 25 |
| | PART I – FORM OF NOTICE OF ASSIGNMENT TO INSURERS | 26 |
| | PART II – FORM OF ACKNOWLEDGEMENT FROM INSURERS | 28 |

THIS DEED is made on the 7 day of December 2015

BETWEEN:-

- (1) **26 HSCW LIMITED** (registered in England and Wales with company number 09813153) having its registered office at The Stables, Little Coldharbour Farm, Tong Lane, Lamberhurst, Tunbridge Wells, Kent TN13 8AD (the "Chargor"), and
- (2) **RUBICON NO 5 LLP** (registered in England and Wales with number OC403092) having its registered office at 26 Monck Street, London SW1 2AP (the "Chargee"),

WHEREAS:-

- (A) The Chargee has agreed to make available to the Chargor a loan facility in a maximum aggregate principal amount of up to £2,460,000 and subject to the terms of a facility agreement of even date herewith between the Chargee and the Chargor (as borrower) (the "Facility Agreement")
- (B) It is a condition precedent to the Chargee making the loan facility available to the Chargor that the Chargor enters into this Deed
- (C) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this Deed under hand

NOW THIS DEED WITNESSES:-

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement shall, unless the context otherwise requires, have the same meanings when used in this Deed. In addition, the following expressions have the following meanings -

"Act" means the Law of Property Act 1925

"Administrator" means an administrator appointed pursuant to Schedule B1 to the Insolvency Act 1986 by the Chargee as holder of the security constituted by this Deed

"Debts" means all existing and future book and other debts and monetary claims (including rent) together with the proceeds thereof whether payable now or in the future (including any sum due to the Chargor as a result of any order of the court under Sections 238, 239, 244 and/or 423 of the Insolvency Act 1986) and all existing and future rights of the Chargor relating to such debts and claims including (without prejudice to the generality of the foregoing) all negotiable instruments, securities, guarantees, indemnities, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights but not including cash at bank

"Environmental Claim" means, with respect to any person, any written notice, claim, demand or similar communication by any other person alleging potential liability for investigatory costs, clean-up costs, governmental response costs, natural resources

damages, property damages, personal injuries, fines or penalties arising out of, based on or resulting from -

- (a) the presence, or release into the environment, of any Hazardous Material at any location, whether in navigable or ground water or on or under land and whether or not owned by such person, or
- (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law or Environmental Consent

“Environmental Consent” means any consent, permit, licence, approval, ruling, exemption or other authorisation necessary or advisable under applicable Environmental Laws

“Environmental Laws” means any law (which includes an order or decree, any form of delegated legislation, a treaty and a directive or regulation made by virtue of powers conferred by a treaty), code of practice, circular, guidance notice or the like (whether in the United Kingdom or elsewhere) regulating, relating to or imposing liability or standards of conduct concerning (a) environmental protection matters, including without limitation, in relation to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, (b) the development, use, occupation or exploitation of land or property, or (c) health and safety at work or elsewhere, as now or may at any time hereafter be in effect

“Environmental Losses” means all losses, damages, liabilities, claims, costs and expenses of whatever kind or nature (including, without limitation, fines, penalties, judgments and awards, financial responsibility for clean-up activities and obligations, statutory or other official contributions, legal fees, technical consultancy, engineers' and experts' fees and costs and expenses) of obtaining or retaining consents or licences or otherwise complying with Environmental Laws

“Financial Collateral” bears the meaning ascribed thereto in the Regulations

“Hazardous Materials” means and includes chemicals, pollutants, contaminants, wastes, petroleum, petroleum products, distillates, dangerous, hazardous or toxic substances and materials (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and all hazardous substances defined or regulated as such under any Environmental Law, including in particular, but without limitation, the substances prescribed in Schedules 4, 5 and 6 of the Environmental Protection (Prescribed Processes and Substances) Regulations 1991

“Insurances” means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest

“Intellectual Property Rights” means, in relation to the Chargor, all patents, trade marks, service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future owned or enjoyed by the Chargor, all applications for

the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them and **"Intellectual Property Right"** shall be construed accordingly

"Investment" means any existing and future -

- (a) certificated or uncertificated stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and to the extent not constituting a Debt, any income, offer, right or benefit in respect of any such investments

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by this Deed

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them

"Property" means any freehold and leasehold properties details of which are set out in Schedule 1 hereto (as the same may from time to time be supplemented and/or amended) together with all buildings fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery thereon belonging to the Chargor

"Receiver" includes any person or persons appointed by the Chargee (and any additional person or persons appointed or substituted) as administrative receiver, receiver, manager, or receiver and manager of all or any part of the Security Assets

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) bringing into effect the Financial Collateral Arrangements Directive (2002/47/EC)

"Secured Liabilities" means all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever of the Chargor to the Chargee under each Finance Document to which it is or is to be a party and all interest, commission, fees and all legal and other charges and expenses which the Chargee may charge the Chargor or incur in relation to it or any of the Finance Documents or the Security Assets on a full indemnity basis and also interest on the foregoing to the date of payment at the rate specified in Clause 5.1 of the Facility Agreement

"Security Assets" means all the assets of the Chargor the subject of any security created by this Deed and references to the Security Assets include references to any part of them

"Security Financial Collateral Arrangement" bears the meaning ascribed thereto in the Regulations

"Security Period" means the period commencing on the date of this Deed and ending on the date upon which the Chargee certifies in writing that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to the Chargee or the Chargor) and **"Unenforceability"** will be construed accordingly

1 2 **Interpretation**

In this Deed -

1 2 1 Clause headings are inserted for convenience only and shall not affect the construction of this Deed and unless otherwise specified, all references to Clauses and to Schedules are to clauses of and schedules to this Deed,

1 2 2 unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa,

1 2 3 references to a person include references to bodies corporate and unincorporate and include its successors and permitted transferees and assigns whether direct or indirect,

1 2 4 references to assets include property, rights and assets of every description both present and future,

1 2 5 references to each of the "Chargor" and the "Chargee" shall be construed so as to include their respective successors in title, permitted assigns and permitted transferees,

1 2 6 references to a Finance Document or any other agreement or instrument shall be construed as a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated,

1 2 7 references to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment thereof, or any substitution therefor,

1 2 8 references to a "mortgage" includes a transfer or assignment by way of mortgage, and

1 2 9 the terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Documents are incorporated into this Deed to the extent required to ensure that any purported disposition of the Security Assets contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2. COVENANT TO PAY

The Chargor covenants with the Chargee to pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents

3. SECURITY

The Chargor, with full title guarantee and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Secured Liabilities -

3 1 Mortgage

charges in favour of the Chargee -

3 1 1 by way of first legal mortgage, all its estate and interest in the Property,

3 1 2 by way of first equitable mortgage, all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-clause 3 1 1 above) now or at any time hereafter belonging to it and including all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on such property belonging to the Chargor,

3 2 First Fixed Charge

charges in favour of the Chargee by way of first fixed charge -

3 2 1 (to the extent that they are not the subject of an effective mortgage under Clause 3 1 above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it,

3 2 2 all present and future uncalled capital and goodwill of the Chargor,

3 2 3 all deeds, documents, contracts and agreements from time to time relating to the Mortgaged Property, the benefit of any covenants for title given or entered into by any predecessor in title to the Chargor to the Mortgaged Property, all proceeds of a capital nature in relation to the disposal of the Mortgaged Property, the benefit of any other disposal of the Mortgaged Property, any rights against lessees or other occupiers and/or their sureties and all future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to the Mortgaged Property,

3 2 4 all existing and future fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property owned by the Chargor,

3 2 5 any investment of the Chargor,

3 2 6 all Intellectual Property Rights,

3 2 7 all existing and future cash at bank,

3 2 8 its interest in the Debts, and

3 2 9 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Assets specified in any other sub-clause of this Clause and the right to recover and receive all compensation which may be payable to it in respect of them

3 3 **Assignment**

If an Event of Default shall arise pursuant to the Facility Agreement then the Chargor hereby assigns absolutely in favour of the Chargee by way of first-ranking security -

3 3 1 (to the extent that the same may lawfully be assigned) all and any rights (whether in contract, tort or otherwise) which the Chargor has or may hereafter have against any third party (including without prejudice to the generality of the foregoing any professional advisers) arising from any building, construction, alteration, refurbishment or other works to the Mortgaged Property or any part thereof or any defect therein,

3 3 2 the benefit of all guarantees, sureties and other covenants and liabilities on the part of third parties in favour of the Chargor and the Chargor's predecessors in title so far as it has title to assign the same (and each of them) under any lease or tenancy of the Mortgaged Property and any part or parts thereof granted as well before as after the date hereof and all rights arising thereunder,

3 3 3 all and any rights and interests in and benefit in respect of the Insurances and all claims and returns of premiums in respect of them,

3 3 4 all rent, service charges and Value Added Tax and the benefit of any guarantee or security for the performance of payment of the rent, service charges and Value Added Tax provided that if any lease, guarantee or security is expressed to be non-assignable then the Chargor charges to the Chargee by way of first fixed charge its interest in and benefit of the same

3 4 **Floating Charge**

charges in favour of the Chargee by way of first floating charge, all its undertaking and all its other property, assets and rights whatsoever and wheresoever situate both present and future, together with all properties, assets and rights of the Chargor including those specifically charged to the Chargee by the preceding sub-clauses of this Clause 3 if and to the extent that specific charges shall fail as specific charges or which otherwise are not effectively charged by way of legal mortgage or fixed charge or assignment pursuant to the preceding sub-clauses of this Clause 3, but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "LP(MP) Act") in the mortgages and charges contained in or created pursuant to this Deed are construed with the omission of -

(A) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in Section 3(1)(b) of the LP(MP) Act, and

(B) Section 6(2) of the LP(MP) Act

3 5 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3 4

3 6 Crystallisation

The Chargee may, by notice to the Chargor, convert the floating charge created by Clause 3 4 into a fixed charge as regards all or any of the Chargor's assets specified in such notice if -

3 6 1 subject to the provisions of paragraph 43 of Schedule 1 to the Insolvency Act 2000, an Event of Default occurs, or

3 6 2 the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

4 APPLICATION TO LAND REGISTRY

4 1 In the case of any part of the Security Assets consisting of land for the time being registered at the Land Registry the Chargor and the Chargee hereby jointly apply to the Chief Land Registrar to enter a restriction in the Proprietorship Register of the relevant title (the "Register") in the following terms -

"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 registered charge dated ¹ December 2015 in favour of {Rubicon No 5 LLP} referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer "

4 2 The Chargee is under an obligation to make further advances to the Chargor and an application is made to the Chief Land Registrar for a note to that effect to be entered in the Register

5. REPRESENTATIONS AND WARRANTIES

5 1 Representations and Warranties

In addition to those set forth in other Finance Documents the Chargor makes the representations and warranties set out in this Clause 5 to the Chargee

5 2 The Security Assets

5 2 1 The Chargor is the legal and beneficial owner of the Security Assets

5 2 2 The Security Assets are free from any Security (save in favour of the Chargee) except as permitted by the Facility Agreement and, in the case of the Mortgaged Property, also from any tenancies or licences

5 2 3 There is no breach of any law or regulation which materially adversely affects or might affect the Security Assets or the value of the Security Assets

5 2 4 There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which adversely affect the Security Assets

5 2 5 The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Security Assets or any interest whatsoever in any Security Assets

5 2 6 Nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property

5 2 7 No facility necessary for the enjoyment and use of the Security Assets is enjoyed on terms entitling any person to terminate or curtail its use

5 2 8 All the Security Assets of a repairable nature are in good and substantial repair

5 3 Report on Title

5 3 1 The information provided to the solicitors who prepared any Property Report for the purposes of that report was true in all material respects at the date it was expressed to be given

5 3 2 The information referred to in sub-clause 5 3 1 above was at the date it was expressed to be given complete and did not omit any information which, if disclosed, might adversely affect the decision of a person considering whether to enter into the Facility Agreement

5 3 3 Since the date of any information referred to in sub-clause 5 3 1 above nothing has occurred which renders the information untrue or misleading in any respect and which, if disclosed, might adversely affect the decision of a person considering whether to enter into the Facility Agreement

5 4 Environmental Matters

5 4 1 The Chargor is in compliance with all Environmental Laws which are currently applicable to the Mortgaged Property and all Environmental Consents required in respect of the Mortgaged Property have been obtained from the appropriate authorities and are in full force and effect and all records, reports, returns, registrations and information necessary for compliance with any Environmental Consents have been made or given

5 4 2 No circumstances exist which could confer a right of revocation, suspension, modification or setting aside of any Environmental Consent or could prevent any Environmental Consent from being renewed or extended or could result in the terms of any Environmental Consent being modified in any manner which would have a material adverse effect on the value or marketability of any part of the Mortgaged Property or the ability of the Chargor to perform its obligations under any of the Finance Documents to which it is a party

5 4 3 No litigation, arbitration or administrative proceeding is current, pending or threatened in relation to any part of the Mortgaged Property under any Environmental Laws to which the Chargor is or will be named as a party

5 4 4 There are no material compliance or enforcement orders currently outstanding in respect of any part of the Mortgaged Property and arising under any Environmental Laws

5 4 5 There is no Environmental Claim pending or threatened in respect of any part of the Mortgaged Property and there are no past or present actions, activities, circumstances, conditions, events or incidents, including without limitation the release, omission, discharge or disposal of any Hazardous Materials, which could reasonably be expected to form the basis of any Environmental Claim in respect of any part of the Mortgaged Property

5 5 **Security**

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise

5 6 **Times for making representations and warranties**

The representations and warranties set out in this Clause 5 (*Representations and Warranties*) are made on the date of this Deed and are deemed to be repeated by the Chargor on each date during the Security Period with reference to the facts and circumstances then existing

6. **GENERAL COVENANTS**

The covenants set out in this Clause 6 remain in force throughout the Security Period in favour of the Chargee and any Receiver appointed by the Chargee

6 1 **Statutory And Other Requirements**

6 1 1 The Chargor shall comply or procure compliance with all statutes and all orders, rules, regulations, bye-laws and other instruments affecting the Security Assets or their use or the conduct of the Chargor's business and shall produce to the Chargee within five Business Days of receipt by the Chargor any order, direction, permission, notice or other matter whatsoever affecting or likely to affect the Security Assets (or any part of them) and served upon the Chargor by any authority or third party and shall supply copies to the Chargee upon request

6 1 2 The Chargor covenants to register the charges contained in this Deed against the registered title of any registered land or charge hereby affected

6 1 3 The Chargor shall observe and perform all its obligations under any laws, covenants and stipulations from time to time affecting any Security Assets or otherwise relating to its business

6 2 **Powers relating to Investments**

6 2 1 Unless and until an Event of Default has occurred, the Chargor shall be entitled -

6 2 1 1 to receive all dividends, interest and income from the Investments and any amounts or any notices, reports, accounts or other documents in respect of

the foregoing received by the Chargee (or its nominee) shall be paid or sent to the Chargor, and

6 2 1 2 to exercise any voting rights and any powers or other rights in respect of the Investments provided that if a resolution is proposed which, in the reasonable opinion of the Chargee, would prejudice the security constituted by this Deed, then such votes will only be exercised in accordance with the instructions of the Chargee (or its nominee)

6 2 2 The Chargor will pay all calls or any other payments which may become due in respect of any of the Investments and if it fails to do so the Chargee may elect to make such payments on behalf of the Chargor Any sums so paid by the Chargee shall be repayable by the Chargor to the Chargee on demand together with interest at the rate specified in Clause 5 1 of the Facility Agreement from the date of such payment by the Chargee and pending such repayment shall form part of the Secured Liabilities

6 3 **Deposit of Certificates**

If the Chargee so requires, the Chargor shall deposit with the Chargee all certificates and other documents of title or evidence of ownership in relation to all or any of the Security Assets and shall execute and deliver to the Chargee all such transfers and other documents as may be necessary to enable the Chargee or its nominees to be registered as the owner or otherwise obtain a legal title to the same

6 4 **Negative Pledge**

The Chargor shall not -

6 4 1 create, incur or permit to exist any Security in, over or affecting any of the Security Assets (other than in favour of the Chargee or as may be permitted under the Facility Agreement),

6 4 2 except with the prior written consent of the Chargee, sell, assign, transfer or otherwise dispose of the whole or any part of the Security Assets or any interest therein (whether by one transaction or a series of transactions and whether related or not), or

6 4 3 except with the prior written consent of the Chargee, grant to any third party any right, licence or interest whatsoever in or over the Security Assets, nor exercise any of the powers of leasing or of agreeing to lease or of accepting surrenders conferred on mortgagors by the Act or release or vary or agree to release or vary any terms of, nor grant any licences or consents (including for the avoidance of doubt licences or consents for the assignment or subletting of the whole or any part of the Mortgaged Property) under, any leases for the time being affecting the Mortgaged Property, nor without such consent as aforesaid exercise any power to extend the same

7. **PROPERTY COVENANTS**

The covenants set out in this Clause 7 remain in force throughout the Security Period in favour of the Chargee and any Receiver appointed by the Chargee

7 1 Repair And Alteration of Mortgaged Property

7 1 1 The Chargor shall keep the Mortgaged Property in a good and substantial state of repair and condition as shall be reasonable and appropriate having regard to the Chargor's proposals for the Mortgaged Property

Without prejudice to the generality of the foregoing the Chargor shall undertake (at the Chargor's expense) any works in relation to the Mortgaged Property as may be recommended by a surveyor appointed by the Chargee pursuant to sub-clause 7 1 3

7 1 2 The Chargor shall not, without the prior consent in writing of the Chargee, carry out or permit or suffer to be carried out alterations to or pull down or remove any building or erection for the time being forming part of the Mortgaged Property nor the fixtures annexed to the same nor any of them

7 2 Chargor's Failure

If default shall be made by the Chargor in keeping the Mortgaged Property repaired in accordance with Clause 7 1 or there is a breach of any other covenants on the part of the Chargor herein contained it shall be lawful for (but not obligatory upon) the Chargee to insure the Mortgaged Property and keep repaired and in good working order and condition or insured all or any part of the same in accordance with the requirements of Clause 7 1 or to perform such other covenants and for such purposes to enter upon the Mortgaged Property (without thereby becoming liable as mortgagee in possession) and any monies expended for that purpose shall be paid to the Chargee on the Chargee's first written demand together with interest thereon calculated at the rate of default interest specified in Clause 7 1 of the Facility Agreement from the date the Chargee incurs the relevant cost until the date of actual payment (whether before or after judgment) and may be debited to the Chargor's account with the Chargee and shall be deemed to be an expense properly incurred in relation to the security constituted by this Deed

7 3 Planning

7 3 1 The Chargor shall not make, nor permit to be made, any application for planning permission in respect of any development of the Mortgaged Property or any part thereof within the meaning of the Planning Acts without the prior written consent of the Chargee

7 3 2 The Chargor shall not undertake or carry out any development of the Mortgaged Property or any part thereof, nor suffer or knowingly permit the same to be undertaken or carried out, without the prior written consent of the Chargee and the necessary planning permission prescribed in the Planning Acts having been first obtained and approved by the Chargee

7 3 3 In the event of such planning permission of the type described in sub-clause 7 4 1 being obtained, the Chargor shall, when carrying out any such development, observe and perform strictly all conditions (if any) subject to which such permission is granted

7 3 4 Within ten Business Days of the receipt of any requirement, order, notice or direction of any competent authority pursuant to the Planning Acts, the Chargor shall supply full

particulars thereof to the Chargee who shall be entitled to decide whether such requirement, notice, order or direction shall be complied with or resisted and in the latter case the Chargor will at the direction of the Chargee take such steps (including by way of appeal if required) as the Chargee may direct in order to obtain the variation or rescission of such requirement, notice, order or direction

7 4 Environment

7 4 1 The Chargor shall comply with all Environmental Laws applicable to the operations of the Chargor relevant to the Mortgaged Property and obtain from the appropriate authorities all Environmental Consents required with respect thereto

7 4 2 The Chargor shall maintain insurance on and in relation to its business and assets with reputable underwriters or insurance companies against risks in relation to Environmental Claims in respect of the Mortgaged Property to such extent as is in accordance with good industry practice and which can be obtained at such rates of premium as a prudent Chargor in line with that practice would pay

7 4 3 If -

7 4 3 1 the Chargor receives any notice or similar communication relating to any part of the Mortgaged Property alleging that it is not in compliance with any applicable Environmental Law, or

7 4 3 2 the Chargor becomes aware that there exists any Environmental Claim pending or threatened against it relating to any part of the Mortgaged Property, or

7 4 3 3 the Chargor becomes aware of the occurrence of any (or any threatened) release, emission, discharge or disposal of any substance which could reasonably be expected to form the basis of any Environmental Claim against the Chargor relating to any part of the Mortgaged Property,

and, in any case of any of the foregoing, there is a reasonable likelihood that the same could materially and adversely affect the value or marketability of any part of the Mortgaged Property or the ability of the Chargor to perform its obligations (save for the obligations under this Clause 7 5) under any of the Finance Documents to which it is a party or result in liability to the Chargee then -

(1) promptly upon the occurrence of any of the foregoing, the Chargor will provide to the Chargee a certificate of an officer of the Chargor specifying in detail the nature of such event and the actions which the Chargor intends to take in response thereto, and

(2) upon the written request of the Chargee, the Chargor will submit to the Chargee at reasonable intervals a report providing any update of the situation resulting from such event

7 4 4 The Chargor will (at its own cost) permit to be carried out any environmental audit or site investigation required by law or if required by the Chargee where the Chargee believes that -

7 4 4 1 a breach of any Environmental Law has or is likely to occur, or

7 4 4 2 there is a reasonable likelihood that the value or marketability of any part of the Mortgaged Property may be materially and adversely affected by any matter or thing on, under or adjacent to the Mortgaged Property (whether or not that matter or thing constitutes an immediate breach of any Environmental Law)

7 5 The Chargor further covenants that it shall indemnify the Chargee and any Receiver or Administrator appointed under this Deed and their respective employees, agents, directors and officers (each an "Indemnified Party") against any Environmental Losses including (without limitation) -

7 5 1 any arising out of or in connection with any actual or alleged breach of any Environmental Law or Environmental Consents in relation to the Mortgaged Property, and

7 5 2 any responsibility on the part of any Indemnified Party in respect of any clean-up, repair or other remedial action relating to the matters referred to in sub-clause 7 6 1

8. PRESERVATION OF SECURITY

8 1 Continuing Security

The Chargor declares and agrees that -

8 1 1 the security created by and covenants and provisions contained in this Deed shall be held by the Chargee as a continuing security and for securing further advances and shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities and shall remain in full force and effect until the Secured Liabilities hereby secured have been unconditionally and irrevocably paid and discharged in full to the reasonable satisfaction of the Chargee,

8 1 2 the Chargee shall not be bound to enforce any guarantee or other security or proceed or take any other steps against any other person before enforcing this Deed, and

8 1 3 this Deed shall be in addition to, and not in substitution for, any other rights which the Chargee may now or hereafter have under or by virtue of any guarantee or other security or agreement or any lien or by operation of law or under any collateral or other security now or hereafter held by the Chargee or to which the Chargee may be entitled

8 2 Avoidance of Payments

8 2 1 Any settlement, discharge or release under this Deed between the Chargee and the Chargor shall be conditional upon no security or payment to the Chargee by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force, and if such condition is not satisfied, the Chargee shall be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such settlement, discharge or release had not occurred

8 2 2 Except where the Chargor can provide evidence to the reasonable satisfaction of the Chargee (acting reasonably) that the Chargor is solvent (in which case the remainder of this clause will not apply), the Chargee shall be at liberty at its absolute discretion to retain the security created by this Deed as security for the Secured Liabilities for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Deed may be avoided or invalidated after the Secured Liabilities shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made with the Chargee on or as a consequence of such termination of liability. If at any time within such period after such termination a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of the Chargor or the appointment of an administrator in respect of the Chargor or the Chargor shall commence to be wound up voluntarily, the Chargee shall be at liberty and notwithstanding as before mentioned to continue to retain such security or any part thereof for and during such further period as the Chargee in its absolute discretion shall determine. The Chargor agrees that such security shall be deemed to have been and to have remained held by the Chargee as and by way of security for the payment to the Chargee of all or any sums which may become due and owing to the Chargee in respect of the Secured Liabilities

8 3 Subsequent Charges

The Chargee shall in the event of its receiving or being deemed to have received notice -

8 3 1 that the Chargor has created any further or subsequent mortgage, charge, lien or encumbrance over or has disposed of any Security Asset or any part thereof, or

8 3 2 that any guarantor of the Chargor's indebtedness to the Chargee has created any further charge, lien or encumbrance over or has disposed of any property charged to the Chargee by such guarantor as a security for the Chargor's indebtedness,

be entitled to open a new account or accounts with the Chargor. If the Chargee does not in fact open such new account or accounts, it shall nevertheless be treated as if it had done so at the time of receipt or deemed receipt of such notice. As from that time all payments made by the Chargor to the Chargee shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount due from the Chargor to the Chargee at the time when the Chargee received or was deemed to have received such notice

9. ENFORCEMENT**9.1 Enforceability of Security**

9.1.1 Upon the occurrence of an Event of Default the security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the Act as varied or amended by this Deed and the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 shall be immediately exercisable upon and at any time thereafter. At all times after the security constituted by this Deed has become enforceable, the Chargee may in its discretion enforce all or any part of such security in such manner as the Chargee sees fit.

9.1.2 Without prejudice to the other provisions of this Deed, to the extent that any of the Security Assets constitute Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Chargee shall have the right, at any time after this Deed has become enforceable, to appropriate all or any part of those Security Assets in or towards the discharge of the Secured Liabilities. The parties hereto agree that the value of any Security Assets appropriated in accordance with this Clause 9.1.2 shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Chargee by reference to such method or source of valuation as the Chargee may select (including independent valuation). The parties hereto agree that the methods or sources of valuation selected by the Chargee in accordance with this Clause 9.1.2 shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.2 Exclusion of Certain Provisions of the Act

For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) shall not apply to this Deed. The statutory powers of leasing conferred on the Chargee shall be extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee shall think fit and without the need to comply with any of the provisions of Sections 99 and 100 of the Act.

9.3 Redemption of Prior Charges

At any time after the security constituted by this Deed shall have become enforceable, the Chargee may redeem any prior Security against all or any of the Security Assets or procure the transfer thereof to itself and may settle or pass the accounts of any holder of such Security and any accounts so settled and passed shall be conclusive and binding on the Chargor. All principal monies, interest, costs, charges and expenses of and incidental to the redemption and transfer shall be Secured Liabilities.

9 4 Appointment of Receiver or Administrator

At the request of the Chargor or at any time after the security constituted by this Deed becomes enforceable the Chargee may subject to the provisions of paragraph 43 of Schedule 1 to the Insolvency Act 2000 -

9 4 1 without further notice appoint by writing one or more persons to be a Receiver of the Security Assets or any part thereof, or

9 4 2 appoint (or apply to a court of competent jurisdiction to appoint) any person or persons to be an Administrator of the Chargor,

in each case upon such terms as to remuneration and otherwise as it shall think fit and shall agree with such Receiver or Administrator and may from time to time remove any Receiver or Administrator so appointed and appoint another in his stead. A Receiver or Administrator so appointed shall give notice of his appointment (inter alia) to the Chargor and shall be deemed to act as the agent of the Chargor in the exercise of the powers granted hereunder or by statute or otherwise and the Chargor shall be responsible for such Receiver's or Administrator's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Chargee

9 5 Joint Receivers

Where more than one person is appointed as a Receiver the powers of such persons may be exercised either jointly or individually by any one of such persons

9 6 Receiver's Powers

A Receiver appointed in accordance with Clause 9 4 hereof (and the Chargee if it goes into possession as mortgagee) shall have all the powers conferred on a Receiver by the Act and all such powers as are set out in Schedule 1 to the Insolvency Act 1986 notwithstanding that such Receiver may not be an administrative receiver and in addition shall have power to -

9 6 1 take possession of and get in all or any of the Security Assets and for this purpose to make demands and take proceedings as he may think fit in respect thereof in such manner as he thinks fit,

9 6 2 carry on or concur in carrying on such of the business of the Chargor to which he is appointed (and for this purpose to borrow money on the security of any Security Asset in priority to the security constituted by this Deed or otherwise as he may consider expedient and carrying interest at such rate as he may consider necessary) and manage, conduct, amalgamate, develop and reconstruct the same (and concur in so doing) in such manner and to such extent as he may think fit,

9 6 3 make and effect all repairs and maintain, renew, increase or surrender insurances and do all such other acts and things which the Chargor might do in the ordinary course of its business for the protection and/or for the improvement of any Security Assets,

- 9 6 4 sell by public auction or private contract, grant licences or options or otherwise assign any of the Security Assets in such manner and on such terms as he shall think proper, lease and accept surrenders of leases of any of the Mortgaged Property and with respect thereto make provision for and effect rent reviews (or concur in so doing), any such sale, lease, licence, option, surrender or assignment may be for cash, loan capital, debentures, shares, stock, securities or other consideration and be payable immediately or by instalments deferred and spread over such period as he shall think fit and may be on terms whereby the total amount of the consideration is to be ascertained by reference to the turnover or profits of the purchaser,
- 9 6 5 without any further consent by or notice to the Chargor exercise on its behalf all the powers and provisions conferred on a landlord or a tenant pursuant to any legislation from time to time in force relating to rents in respect of any part of the Mortgaged Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised,
- 9 6 6 purchase any additional land adjacent to or in the vicinity of the Mortgaged Property for the purpose of enhancing the value of such property or facilitating the disposal thereof and for such purposes borrow further monies from the Chargee on such terms as the Receiver may think fit,
- 9 6 7 make allowances to and re-arrangements with any lessees or tenants of the Mortgaged Property or other persons from whom any rents and profits may be receivable and to negotiate and agree or refer to arbitration any revision of rent under any leases in respect of which the rental may fall to be reviewed and to accept service of or serve any notice received or required or deemed desirable in connection with any such review or with the exercise of any options,
- 9 6 8 do any repairs and make any structural or other alterations, improvements or additions in or to the Mortgaged Property and purchase or otherwise acquire any materials, articles or things and do anything else in connection therewith which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value thereof,
- 9 6 9 institute, arrange, carry on and conduct services of lighting, heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Mortgaged Property,
- 9 6 10 reconstruct, alter, improve, decorate, furnish and maintain the whole or any part of the buildings on the Mortgaged Property,
- 9 6 11 sell all or any of the fixtures (other than tenants' trade fixtures) either as a part of and/or together with or separately and detached from the Mortgaged Property,
- 9 6 12 perform, treat as repudiated, rescind or vary any contract or agreement for, or which relates in any way to, any development, improvement, reconstruction or repair of the Mortgaged Property or any part thereof or which is in any other way connected therewith,

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- 9 6 13 without prejudice to the generality of any of the foregoing powers, continue and perform any development of any part of the Mortgaged Property, to enter into a building contract or any other contract or agreement for or relating to any development, for any such purposes as aforesaid to purchase such materials and other articles and things as he may think fit, to discontinue such development or any part thereof and to repudiate and rescind any building contract or any such contract or agreement as aforesaid,
- 9 6 14 in connection with any development obtain planning permissions, bye law consents and any other permissions, enter into agreements under the Highways Acts and any other agreements requisite for the development, to enter into and arrange bonds and in particular road bonds and indemnities in connection therewith and to dedicate any part of the Mortgaged Property as a public highway or grant any other rights over under or relating to the Mortgaged Property,
- 9 6 15 promote the formation of companies with a view to the same purchasing, leasing, licensing, managing or otherwise acquiring interests in all or any of the Mortgaged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Mortgaged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit,
- 9 6 16 make calls conditionally or unconditionally on the members of the Chargor concerned in respect of uncalled capital,
- 9 6 17 effect any policy or policies of insurance for any purpose in connection with the receivership and without prejudice to the generality of the foregoing particularly to support and underwrite any indemnity given by the Chargor hereunder,
- 9 6 18 make any arrangement or compromise or disclaim, alter, enter into or cancel any contract or liability which he shall think expedient,
- 9 6 19 sign any document execute any deed and do all such other acts and things as he may in his absolute discretion consider to be incidental or conducive to any of the matters and powers aforesaid or to the realisation of the security constituted by this Deed,
- 9 6 20 present or, as the case may be, defend a petition for the winding up of the Chargor,
- 9 6 21 employ or engage, upon such terms (as to remuneration or otherwise) as he may think proper, such professional advisers, managers, servants and agents as he considers necessary including without limiting the generality of the foregoing architects, estate agents, quantity surveyors, solicitors, valuers, auctioneers, surveyors and accountants,
- 9 6 22 bring or defend any action or legal proceedings or discontinue the same on behalf of the Chargor,
- 9 6 23 exercise any option or right of election available at law to the Chargor or the Chargee or a Receiver that the supplies made in respect of any lease or tenancy hereby charged shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate of tax,

9 6 24 obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to all or part of the Security Assets or its use or development of the Chargor's business,

9 6 25 do all such other acts and things as may be considered to be expedient for the protection of the Security Assets or to be incidental or conducive to any of the above matters and powers or any other act or thing which he could do if he were absolutely entitled to the Security Assets and which the Receiver may lawfully do as agent for the Chargor, and

9 6 26 use the name of the Chargor for all or any of the above purposes with full power to convey, transfer or assign the whole or any part of the Security Assets sold in the name of the Chargor

9 7 **Protection of Third Parties**

No person or persons (including a purchaser) dealing with the Chargee or any Receiver or Administrator shall be concerned to enquire whether any event has happened upon which any of the powers herein contained may have arisen or be exercisable or otherwise as to the propriety or regularity of any exercise thereof or of any act purporting or intended to be in exercise thereof or whether any monies remain owing upon the security of this Deed and all the protection of the Act shall apply to any person purchasing from or dealing with the Chargee or any Receiver or Administrator

9 8 **Delegation**

The Chargee and any Receiver or Administrator may at any time and from time to time delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Chargee under this Deed Any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to any regulations which the Chargee or such Receiver or Administrator (as the case may be) may think fit Neither the Chargee nor any Receiver or Administrator will be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

9 9 **Chargee's Liability**

Neither the Chargee nor any Receiver nor any of their respective agents, managers, officers, employees, delegates or advisers shall in any circumstances be liable to the Chargor for any claim, demand, liability, loss, damage, cost or expense from any exercise, purported exercise or non-exercise by the Chargee or any Receiver of any power, authority, right or discretion conferred upon it in relation to any Security Asset or any part thereof by or pursuant to this Deed or by the Act or the Insolvency Act 1986

9 10 **Vacation of Possession**

If the Chargee or any Receiver or Administrator appointed by the Chargee or any such delegate as aforesaid shall enter into possession of the Mortgaged Property or any part thereof it or he may from time to time at pleasure go out of such possession

9 11 **Not Mortgagee in Possession**

Neither the Chargee nor any Receiver or Administrator shall by reason of the taking of possession of the whole or any part of the Security Assets by any of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

10. **APPLICATION OF PROCEEDS**

Subject to claims having priority to the charges created by this Deed and to any applicable statutory requirement as to the payment of preferential debts, all monies received under the powers conferred by this Deed shall be applied in the following order -

- 10 1 in payment of all costs, charges and expenses relating to the exercise of all or any of the powers aforesaid and of all other outgoings payable by the Receiver or Administrator (or, as the case may be, by the Chargee),
- 10 2 (if applicable) in payment of remuneration to the Receiver or Administrator at such rate as may be agreed between him and the Chargee,
- 10 3 in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under the Facility Agreement,
- 10 4 in or towards payment pro rata of any principal due but unpaid under the Facility Agreement,
- 10 5 in or towards payment pro rata of any other sum due but unpaid under the Finance Documents, and
- 10 6 the surplus (if any) shall be paid to the Chargor or to whomsoever else may be entitled thereto in priority to the Chargor,

save that the Chargee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Chargee may from time to time determine and the Receiver or Administrator may retain the same for such period as he and the Chargee consider expedient

11. **EXPENSES AND INDEMNITY**

- 11 1 The Chargor shall promptly on demand pay the Chargee the amount of all costs, fees and expenses (including legal fees) and Taxes thereon incurred by the Chargee or for which the Chargee may become liable in connection with -
 - 11 1 1 the negotiation, preparation and execution of this Deed, and/or
 - 11 1 2 any variation of, or amendment or supplement to, any terms of this Deed, and/or
 - 11 1 3 any consent or waiver required from the Chargee in relation to this Deed, and/or
 - 11 1 4 any settlement, discharge or release of this Deed

- 11 2 The Chargor further covenants with the Chargee that it shall on demand reimburse or pay to the Chargee or any Receiver or Administrator and each agent, attorney, manager or other person appointed by the Chargee under this Deed (on the basis of a full indemnity) the amount of all costs (including legal costs), charges and expenses incurred or sustained by the Chargee or the Receiver or Administrator (including, for the avoidance of doubt, any such costs, charges and expenses arising from any act or omission of, or proceedings involving, any third person) in connection with -
- 11 2 1 the investigation of title to or any survey, inspection or valuation of the Mortgaged Property under or in connection with this Deed, and the preparation, registration or perfecting of this Deed (or any of the charges contained in it), or any other document entered into between the Chargor and the Chargee, and/or
- 11 2 2 the exercise, or the attempted or purported exercise, by or on behalf of the Chargee or any Receiver or Administrator of any of the powers of the Chargee, any Receiver or Administrator or any agent or attorney, and/or
- 11 2 3 the enforcement, preservation or attempted preservation of the Chargee's rights under this Deed or any other action taken by or on behalf of the Chargee with a view to or in connection with the recovery by the Chargee of the Secured Liabilities from the Chargor or any other person, and/or
- 11 2 4 the carrying out of any other act or matter which the Chargee, any Receiver or Administrator or agent or attorney may consider to be necessary or desirable for the preservation, improvement or benefit of the Security Assets
- 11 3 The Chargor shall on demand pay any stamp, documentary and other similar duties and taxes to which this Deed or any related documents may be subject or give rise and shall fully indemnify the Chargee from and against any losses or liabilities which it may incur as a result of any delay or omission by the Chargor to pay any such duties or taxes

12. FURTHER ASSURANCE

- The Chargor hereby covenants that the Chargor and all other necessary parties (if any) immediately on demand at the Chargor's expense will -
- 12 1 execute and deliver to the Chargee or the Chargee's nominees such further mortgages, fixed or floating charges or assignments comprising any Security Asset or any part thereof for further securing the Secured Liabilities in such form as shall be consistent with this Deed,
- 12 2 execute and do all such assurances acts and things as the Chargee or any Receiver may in its absolute discretion require for -
- 12 2 1 perfecting, preserving or protecting the security created (or intended to be created) by this Deed or any of the rights of the Chargee or any Receiver under this Deed, or
- 12 2 2 facilitating the appropriation or realisation of any Security Asset or any part thereof and enforcing the security constituted by this Deed in either case on or at any time after the same shall have become enforceable, or

12 2 3 the exercise of any power, authority or discretion vested in the Chargee or any Receiver under this Deed

13. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver or Administrator and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including, without limitation, under Clause 12 The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 13 and the exercise by the Chargee (or a Receiver or Administrator) of such power shall be conclusive evidence of its right to exercise the same

14. ASSIGNMENT

14 1 This Deed shall be binding upon and shall enure to the benefit of the Chargee and the Chargor and their respective successors and, in the case of the Chargee, its assigns and transferees and references in this Deed to either of them shall be construed accordingly

14 2 The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed

14 3 The Chargee may assign or transfer all or any part of its rights and/or obligations hereunder to any assignee or transferee of its rights and/or obligations under the Facility Agreement or change its lending office, in either case, without the consent of the Chargor

14 4 The Chargee may disclose to any potential assignee or transferee of all or part of its rights and/or obligations under this Deed such information about the Chargor as the Chargee thinks fit

15. MISCELLANEOUS

15 1 Giving of Time

The Chargee shall be at liberty from time to time to give time for payment of any liability of the Chargor to the Chargee as the Chargee shall in its discretion think fit without in any manner releasing the Chargor or affecting the security hereby made

15 2 No other Registered Proprietor

During the Security Period no person other than the Chargor shall be registered under the Land Registration Act 2002 as proprietor of the Mortgaged Property or any part thereof without the prior written consent of the Chargee and the costs incurred by the Chargee of lodging from time to time a caution against the registration of the Mortgaged Property shall be deemed to be an expense properly incurred by the Chargee in relation to this Deed

15.3 **Waivers**

Any waiver by the Chargee of any terms of this Deed, or any consent or approval given by the Chargee hereunder, shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given

15.4 **Discharge**

Upon

15.4.1 the Chargee being satisfied that the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full (the date on which this occurs being the "Discharge Date"), and

15.4.2 if requested by the Chargee, the Chargor providing evidence to the reasonable satisfaction of the Chargee that the Chargor is solvent and will be solvent as at the Discharge Date,

the Chargee will release the security created by this Deed on the Discharge Date

15.5 **Perpetuity Period**

If applicable, the perpetuity period under the rule against perpetuities shall be 125 years from the date of this Deed

15.6 **Counterparts**

This Deed may be executed in any number of counterparts by the Parties, and each counterpart shall when executed and delivered be an original document, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Deed by email (PDF) or facsimile shall be effective as delivery of a manually executed counterpart of this Deed

16. **NOTICES**

16.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this agreement or as otherwise notified in writing to the other party

16.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time in respect of notices sent by the Chargee

| Delivery method | Deemed delivery date and time for notices sent by the Chargee |
|--|--|
| Delivery by hand | On signature of a delivery receipt or at the time the notice is left at the address |
| Pre-paid first class post or other next working day delivery | 9 00 am on the second Business Day after posting or at the time recorded by the delivery service |

| | |
|---|---|
| service providing proof of postage | |
| Pre-paid airmail providing proof of postage | 9 00 am on the fifth Business Day after posting or at the time recorded by the delivery service |
| Fax | At the time of transmission |
| Document exchange (DX) | 9 00 am on the second Business Day after being put into the DX |

16.3 For the purpose of clause 16.2 and calculating deemed receipt all references to time are to local time in the place of deemed receipt, and if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9 00 am on the day when business next starts in the place of receipt

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

16.5 A notice given under this agreement is not valid if sent only by e-mail.

17. LAW AND JURISDICTION

17.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law

18. RIGHTS OF THIRD PARTIES

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 to enforce or enjoy the benefit of any term of this Deed

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed and delivered (in the case of the Chargor, as its deed) on the day and year first before written

SCHEDULE 1

DESCRIPTION OF THE PROPERTY

- (a) The freehold property known as 6 High Street, Colliers Wood, London and land on the north east side, SW19 2AE as registered with the Land Registry with absolute title under title number SGL172427, and
- (b) The freehold land lying to the north west side of High Street, Colliers Wood as registered with the Land Registry with absolute title under title number SGL386643

SCHEDULE 2

PART I – FORM OF NOTICE OF ASSIGNMENT TO INSURERS

From **26 HSCW LIMITED** of The Stables, Little Coldharbour Farm, Tong Lane, Lamberhurst, Tunbridge Wells, Kent TN3 8AD

To [Insurer] of [address]

Copy to **RUBICON NO 5 LLP** of 26 Monck Street, London SW1 2AP (the “Chargee”, which expression includes its successors and permitted transferees and assigns)

Date

Dear Sirs,

INSURANCE POLICY NO. (THE “POLICY”)

We hereby give you notice that, by a debenture dated [●] and made between ourselves and the Chargee (the “Debenture”), we have assigned to the Chargee by way of first-ranking security all our right, title and interest and benefit present and future in and to the Policy

We hereby authorise and instruct you to -

- (a) advise the Chargee of any act or omission or any event which comes to your knowledge and which might invalidate or render unenforceable the insurance in whole or in part,
- (b) if the insurance cover is to be reduced or any insured risks are to be restricted, to advise the Chargee at least 14 days before such reduction or restriction is due to take effect,
- (c) advise the Chargee of any proposed cancellation of the Policy at least 14 days before such cancellation is due to take effect,
- (d) if we default in the payment of any premium or fail to renew any such insurance as soon as such default or non-renewal comes to your knowledge and (pending receipt of instructions from the Chargee), keep the Chargee's interest in such Policy in force up to the full sum insured and for the same risks (subject to the premium for any such period of extended cover being payable by the Chargee for our account),
- (e) send copies of all notices and other information relating to the Policy to the Chargee, and
- (f) if requested by the Chargee following an Event of Default (as defined in the Debenture) which is continuing, to make all payments due to us in respect of the Policy to such account as the Chargee shall direct

This notice is irrevocable

EXECUTION COPY

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

Please acknowledge receipt of this notice by signing the enclosed acknowledgement and returning it to the Chargee

Yours faithfully,

For and on behalf of **26 HSCW LIMITED**

PART II – FORM OF ACKNOWLEDGEMENT FROM INSURERS

From [Insurer] of [address]

To **RUBICON NO 5 LLP** of 26 Monck Street, London SW1 2AP

Date

Dear Sirs

INSURANCE POLICY NO. (THE "POLICY")

We hereby acknowledge receipt of the notice of assignment dated [●] (the "Notice") relating to the debenture dated [●] made between [●] (the "Company") and you as adequate notice of the assignment described therein and we further agree and undertake to be bound by the terms of the Notice. In particular we confirm that we will advise you of any of the matters referred to in subparagraphs (a) to (f) inclusive of the Notice.

We further confirm that we have not received any prior notice of assignment from the Company or any third party relating to the Policy.

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

Yours faithfully,

For and on behalf of Insurer

CHARGOR

Signed as a deed on behalf of **26 HSCW LIMITED** acting by a director in the presence of

(Witness Signature)

(Director Signature)

Witness Print Name

Director Print Name

Witness Address

Witness Occupation

CHARGE

Signed as a deed by **RUBICON NO 5 LLP** acting by an authorised signatory in the presence of



(Witness Signature)



(Authorised Signatory)

Witness Print Name *Pav Bopara*

Print Name *Keir Chestney for and on behalf of RC Investments 1 Limited.*

Witness Address *240 Blackfriars Rd
London
SE1 8NW*

Witness Occupation *Legal Assistant*