

007711/273

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



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 MR08

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

This form must be delivered to the Registrar for registration with 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.

FRIDAY



A44 20/09/2013 #250
COMPANIES HOUSE

You must enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record.

1 Company details

Company number 0 4 3 1 6 3 4 4

Company name in full C G I S LITTLEHAMPTON LIMITED

For official use

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 6 0 9 2 0 1 3

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 SCULPTOR FINANCE (MD) IRELAND LIMITED

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	Description	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description	N/A	

5	Fixed charge or fixed security	
	Does the instrument include a fixed 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 type="checkbox"/> Yes	
	<input checked="" type="checkbox"/> No	

6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue	
	<input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	

7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any 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	

MR01
Particulars of a charge

8

Trustee statement ¹

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

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Paul Hastings (Europe) LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Sneha Shah**

Company name **Paul Hastings (Europe) LLP**

Address **Ten Bishops Square, Eighth Floor**

Post town **London**

Country/Region

Postcode **E 1 6 E G**

Country **UK**

DX

Telephone **0203 023 5126**

 **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 enquiries@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: 4316344

Charge code: 0431 6344 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2013 and created by C.G.I S LITTLEHAMPTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2013

P

Given at Companies House, Cardiff on 24th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified true copy of the original

Paul Hastings (Europe) LLP

Dated 6 SEPTEMBER 2013

Paul Hastings (Europe) LLP

Date *19/09/2013*

EXECUTION VERSION

C.G.I.S. GROUP (NO. 3) INTERMEDIATE LIMITED
as the Company

and

THE COMPANIES LISTED HEREIN
as the Obligors

and

SCULPTOR FINANCE (MD) IRELAND LIMITED
as Agent

SECURITY ASSIGNMENT

Paul Hastings (Europe) LLP
Solicitors and Registered Foreign Lawyers
Eighth Floor
Ten Bishops Square
London E1 6EG

Tel +44 20 3023 5100
Fax: +44 20 3023 5109
Ref SMT2 76995-00008

1	INTERPRETATION	2
2	CREATION OF SECURITY.. . . .	3
3	REPRESENTATIONS - GENERAL	4
4	UNDERTAKINGS.	4
5	NOTICE TO ASSIGNORS	4
6.	WHEN SECURITY BECOMES ENFORCEABLE	5
7	ENFORCEMENT OF SECURITY	5
8	RECEIVER	6
9.	POWERS OF RECEIVER	7
10	APPLICATION OF PROCEEDS	8
11	EXPENSES AND INDEMNITY	8
12	DELEGATION.	8
13.	FURTHER ASSURANCES	9
14.	POWER OF ATTORNEY	9
15.	WAIVERS, REMEDIES CUMULATIVE	9
16	LIMITED RECOURSE	9
17.	SEVERABILITY	10
18	PRESERVATION OF SECURITY	10
19.	MISCELLANEOUS	12
20	EVIDENCE	13
21.	RELEASE	13
22	NOTICES.. . . .	13
23	COUNTERPARTS	13
24	GOVERNING LAW.	14
25.	JURISDICTION	14
	SCHEDULE 1 THE ASSIGNORS.. . . .	15
	SCHEDULE 2 CONTACT DETAILS	17
	SIGNATORIES	18

THIS DEED is dated 6 SEPTEMBER 2013

BETWEEN:

- (1) **C.G.I.S. GROUP (NO.3) INTERMEDIATE LIMITED** (registered number 08649243) and having its registered address at 10 Upper Berkeley Street, London W1H 7PE (the Company),
- (2) **EACH OF THE COMPANIES AND INDIVIDUALS LISTED IN SCHEDULE 1 AS ASSIGNORS** (the Assignors),
- (3) **EACH OF THE COMPANIES AND INDIVIDUALS LISTED IN SCHEDULE 1 AS OBLIGORS** (the Obligors), and
- (4) **SCULPTOR FINANCE (MD) IRELAND LIMITED** (the Agent) as security agent for the Finance Parties (as defined in the Credit Agreement defined below).

BACKGROUND:

- (A) The Company, each Assignor and each Obligor enters into this Deed in connection with the Credit Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Credit Agreement means the £21,000,000 mezzanine facility agreement dated on or about the date hereof between (among others) the Company and the Agent.

Party means a party to this Deed

Receiver means a receiver and manager or (if the Agent so specifies in the relevant appointment) a receiver, in each case, appointed under this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors (or any of them) to any Finance Party under each Finance Document.

Security Assets means all assets of the Assignors the subject of any security created by this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Subordinated Loan means any loan or Financial Indebtedness in respect of which any Obligor is debtor and which is made or extended by any Assignor or in respect of which the Assignor is creditor.

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning when used in this Deed
- (b) The principles of construction set out in Clause 1.2 (*Construction*) of the Credit Agreement apply to this Deed, as if they were set out in this Deed except that references therein to the Credit Agreement will be construed as references to this Deed
- (c)
 - (i) The term **Finance Document** includes all amendments and supplements including supplements providing for further advances;
 - (ii) the term **this Security** means any security created by this Deed; and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (d) Any covenant of an Assignor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) If the Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
- (g) A person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Agent;
 - (ii) is created over present and future assets of each Assignor which are subject to the assignment in Clause 2.2 (*Assignment*),

(iii) is security for the payment and satisfaction of all the Secured Liabilities; and

(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Agent holds the benefit of this Deed on trust for the Finance Parties.

2.2 Assignment

Each Assignor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under or in respect of each Subordinated Loan

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

Each Assignor represents to each Finance Party that this Deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise

3.2 Times for making representations

(a) The representations set out in this Deed are made on the date of this Deed

(b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by each Assignor on the date of the Utilisation Request, the Utilisation Date and on the first day of each Interest Period

(c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

4. UNDERTAKINGS

4.1 Security

Except as expressly allowed in the Credit Agreement, no Assignor may create or permit to subsist any Security in relation to any Subordinated Loan (except for this Security)

4.2 Disposals

No Assignor may sell, transfer, licence, lease or otherwise dispose of any of its rights under or in respect to any Subordinated Loan

5. NOTICE TO ASSIGNORS

Each Obligor confirms that by its entry into this Deed it has received notice of an assignment in respect of each Assignor's rights under each Subordinated Loan.

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

This Security shall become immediately enforceable if an Event of Default occurs which is continuing.

6.2 Discretion to enforce

After this Security has become enforceable, the Agent may, in its absolute discretion and without notice to any Assignor enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

6.3 Statutory powers

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

7. ENFORCEMENT OF SECURITY

7.1 General

(a) Without prejudice to Clause 6 (*When Security Becomes Enforceable*), for the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

(b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security

7.2 Privileges

Each Receiver and the Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

7.3 Protection of third parties

No person (including a purchaser) dealing with the Agent or a Receiver or its or his agents will be concerned to enquire.

(a) whether the Secured Liabilities have become payable;

(b) whether any power which the Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

(c) whether any money remains due under the Finance Documents; or

(d) how any money paid to the Agent or to that Receiver is to be applied.

7.4 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it provided that it shall release such proceeds at the end of the Security Period to the Assignors or any other person entitled to them

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if.
 - (i) this Security has become enforceable, or
 - (ii) the Assignors so requests the Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Section 109(1) of the Act does not apply to this Deed

8.2 Removal

The Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

8.3 Remuneration

The Agent may (acting reasonably) fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

8.4 Agent of the Assignors

- (a) A Receiver will be deemed to be the agent of the Assignors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Assignors alone are responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Finance Party will incur any liability (either to an Assignor or to any other person) by reason of the appointment of a Receiver or for any other reason

8.5 Exercise of Receiver powers by the Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Agent in relation to any Security Asset

without first appointing a Receiver and notwithstanding the appointment of a Receiver

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes all the rights powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

9.2 Possession

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

9.3 Compromise

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

9.4 Legal actions

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

9.5 Receipts

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

9.6 Subsidiaries

A Receiver may form a Subsidiary of an Assignor and transfer to that Subsidiary any Security Asset.

9.7 Delegation

A Receiver may delegate his powers in accordance with this Deed

9.8 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights,

powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of an Assignor for any of the above purposes

10. APPLICATION OF PROCEEDS

Any moneys received by the Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the relevant Assignor or any other person entitled to them.

This Clause is subject to the payment of any claims having priority over this Security
This Clause does not prejudice the right of any Finance Party to recover any shortfall from an Assignor

11. EXPENSES AND INDEMNITY

Each Assignor must

- (a) within three Business Days of demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Agent under this Deed, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses, this includes any arising from any actual or alleged breach by any person of any law or regulation

12. DELEGATION

12.1 Power of Attorney

The Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon any terms (including power to sub-delegate) which the Agent or any Receiver may think fit.

12.2 Liability

Neither the Agent nor any Receiver will be in any way liable or responsible to the Company or any Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

13. FURTHER ASSURANCES

Each Assignor must, at its own expense, take whatever action the Agent or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Agent may think expedient acting reasonably

14. POWER OF ATTORNEY

Each Assignor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which an Assignor is obliged to take under this Deed and which the Assignor has not taken within the prescribed period. Each Assignor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

15. WAIVERS, REMEDIES CUMULATIVE

The rights of each Finance Party under this Deed

- (a) may be exercised as often as necessary,
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non exercise of any right is not a waiver of that right.

16. LIMITED RECOURSE

The obligations of each Assignor under this Deed shall be payable solely of the proceeds of the realisation of the Security Assets granted by the respective Assignor and applied in accordance with this Deed and the Credit Agreement

17. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed

18. PRESERVATION OF SECURITY

18.1 Waiver of defences

This Security and the obligations of each Assignor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Finance Party) including

- (a) any time, waiver or consent granted to, or composition with, any member of the Group or other person;
- (b) the release of any member of the Group or any other person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any member of the Group or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any member of the Group or any other person,
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

18.2 Immediate recourse

Each Assignor waives any right it may have of first requiring any Finance Party (or any trustee or other agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming the benefit of this Deed

18.3 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, the Agent may, without affecting the liability of any Assignor under this Deed:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by a Finance Party (or any trustee or agent on its behalf), or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Assignor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys or distributions received from that Assignor or on account of that Assignor's liability under this Deed

18.4 Non-competition

- (a) Unless.
 - (i) the Security Period has expired, or
 - (ii) the Agent otherwise directs,no Assignor's will, after a claim has been made or by virtue of any payment or performance by it under this Deed
 - (1) be subrogated to any rights, security or moneys held, received or receivable by any Finance Party (or any trustee or agent on its behalf),
 - (2) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Assignor's liability under this Deed;
 - (3) claim, rank, prove or vote as a creditor of any member of the Group or its estate in competition with any Finance Party (or any trustee or agent on its behalf), or
 - (4) receive, claim or have the benefit of any payment, distribution or security from or on account of any member of the Group, or exercise any right of set-off as against any member of the Group.
- (b) Each Assignor must hold in trust for and immediately pay or transfer to the Agent for the Finance Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Agent under this Clause.

19. MISCELLANEOUS

19.1 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances)

19.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Agent may open a new account with the relevant Assignor.
- (b) If the Agent does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.
- (c) As from that time all payments made to the Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19.3 Continuing Security

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

19.4 Additional Security

The security constituted by this Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Finance Parties for, or any other rights of the Finance Parties in relation to, any of the Secured Liabilities. The Finance Parties' rights under this Deed are in addition to and not exclusive of those provided by law.

19.5 No Liability on Finance Parties

The Finance Parties will not be liable for any loss of any kind (including but not limited to any loss arising from changes in exchange rates) which may occur as a result of the exercise or purported exercise of, or any delay or neglect to exercise, any of its rights under this Deed unless that loss arises as a result of gross negligence or wilful misconduct on the part of the Finance Parties

19.6 Time deposits

Without prejudice to any right of set off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account an Assignor has with any Finance Party within the Security Period when.

- (a) this Security has become enforceable, and
- (b) no secured liability is due and payable,

- (c) that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

20. EVIDENCE

A certificate of determination by the Agent of any amount of the Secured Liabilities is, in the absence of manifest error, prima facie evidence of the matters to which it relates

21. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of each Assignor, take whatever action is necessary to release the Security Assets from this Security and (if appropriate) reassign the Security Assets to the relevant Assignor.

22. NOTICES

22.1 Giving of notices

All notices or other communications under or in connection with this Deed shall be given in writing and, unless otherwise stated may be made by letter or facsimile. Any such notice will be deemed to be given as follows

- (a) if by letter, when delivered personally or on actual receipt, and
- (b) if by facsimile, when received in legible form

However, a notice given in accordance with the above but not received on a Business Day or received after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place

22.2 Addresses for notices

- (a) The contact details of for each Assignor for all notices in connection with this Agreement are those set out in Schedule 2 (*Notices*)
- (b) The contact details of the Agent all notices in connection with this Agreement are the same as those set out in the Credit Agreement for the Agent.
- (c) Any Party may change its contact details by giving five Business Days' notice to the Agent or (in the case of the Agent) to the other Party.
- (d) Where the Agent nominates a particular department or officer to receive a notice, a notice will not be effective if it fails to specify that department or officer.

23. COUNTERPARTS

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

24. GOVERNING LAW

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

25. JURISDICTION

- (a) The English courts have exclusive jurisdiction to settle any dispute in connection with this Deed
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute and each Assignor waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed
- (c) This Clause is for the benefit of the Finance Parties only. To the extent allowed by law, the Finance Parties may take
 - (i) proceedings in any other court, and
 - (ii) concurrent proceedings in any number of jurisdictions

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

**SCHEDULE 1
THE ASSIGNORS**

Company/Individual	Registration Number/Address
C.G I S (No.3) Finance One Limited	04616752
C.G I S (No.3) Finance Two Limited	04616758
C G I S. (No 3) Finance Three Limited	04616765
C G I S. (No.3) Finance Four Limited	04616774
C.G.I.S. (No 3) Finance Five Limited	04616779
C G I S (No 3) Finance Twelve Limited	04614799
C G I S (No 3) Finance Thirteen Limited	04788178
C.G I.S. (No.3) Finance Fourteen Limited	04789193
C G I S. (No 3) Finance Fifteen Limited	04788193
C G I S (No 3) Finance Sixteen Limited	04788200
C G I S (No 3) Finance Seventeen Limited	04788203
City & General (Holdings) Limited	04216142
Mark Steinberg	10 Upper Berkeley Street, London W1H 7PE
Terence Cole	10 Upper Berkeley Street, London W1H 7PE
Steven Collins	10 Upper Berkeley Street, London W1H 7PE
Cityville Limited	02795770
Rightlane Limited	02781582
CGIS (No 3) Topco LLP	OC384859
CGIS Erdington Limited	04316756
C.G I S Tewkesbury Limited	04316721
C.G I S Littlehampton Limited	04316344

C G I S Camden Palace Limited	0543255
C G I S (No 3) Properties Ltd	05340495
CGIS (No 4) Limited	05120830
CGIS Group (No 3) Limited	04608483

THE OBLIGORS

Company/Individual	Registration Number
HDL Debenture Limited	04608483
C G I S West Point Limited	07245927
C G I S 68/70 Wardour Street Limited	08087477
C.G.I.S. (Gracechurch Street) Limited	04257269
51-54 Gracechurch Street (No 1) Limited	04156637
51-54 Gracechurch Street (No.2) Limited	04156647
C.G.I.S. Sale Limited	04316751
C G I S. Brierley Hill Limited	04435180
C G I S St Pauls House Limited	04336822
St Pauls House Leeds Nominee No 1 Limited	04376720
St Pauls House Leeds Nominee No.2 Limited	04376722
C.G.I.S 65 Clerkenwell Road Limited	08045469
C G I S (No 4) Limited	05120830

**SCHEDULE 2
CONTACT DETAILS**

Notice details for all Obligors and Assignors

10 Upper Berkeley Street
London
W1H 7PE

FAO: Mark Steinberg, Terence Cole and Steven Collins

SIGNATORIES

The Company

EXECUTED as a DEED by
C.G.I.S. GROUP (NO.3) INTERMEDIATE
LIMITED
acting by

Director MARK STEINBERG
Director TERENCE COLE

)
)
)
)
)
)
)

The Assignors

EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance One Limited
acting by

Director MARK STEINBERG
Director TERENCE COLE

)
)
)
)
)
)
)

EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Two Limited
acting by

Director MARK STEINBERG
Director TERENCE COLE

)
)
)
)
)
)
)

EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Three Limited
acting by

Director MARK STEINBERG
Director TERENCE COLE

)
)
)
)
)
)
)

EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Four Limited
acting by

Director MARK STEINBERG
Director TERENCE COLE

)
)
)
)
)
)
)

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Five Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Twelve Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Thirteen Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Fourteen Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Fifteen Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Sixteen Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

The image shows six sets of handwritten signatures, each consisting of two signatures (one above the other) connected by a vertical dashed line. The signatures are written in black ink on a white background. The top signature in each pair is generally more stylized and larger, while the bottom signature is more compact. The overall appearance is that of a list of signatories for various entities.

**EXECUTED as a DEED by
C.G.I.S. (No. 3) Finance Seventeen Limited**
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**

[Handwritten signature]
[Handwritten signature]

**EXECUTED as a DEED by
City & General (Holdings) Limited**
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**

[Handwritten signature]
[Handwritten signature]

**EXECUTED as a DEED by
Cityville Limited**
acting by

Director **TERENCE COLE**

[Handwritten signature]

In the presence of:

Witness Signature

Witness Name

Witness Address

) **KAREN OUPP**
) **K OUPP**
) **72 PALMERSTON RD**
) **ESSEX IG9 5LG**

**EXECUTED as a DEED by
Rightlane Limited**
acting by

Director **MARK STEINBERG**

[Handwritten signature]

In the presence of:

Witness Signature

Witness Name

Witness Address

) **Steve Nichol**
) **SIMON VEE NICOLL**
) **ST BOTOLPH BUILDING, 138**
) **HOVINGSDITCH, LONDON EC3 7AR**

**EXECUTED as a DEED by
Mark Steinberg**

In the presence of

[Handwritten signature]

Witness Signature

Witness Name

Witness Address

) Steve Nicholl
) Simon Vere Nicoll
) 25 ST BOTOLPH BUILDING, 137
) HOUNDSDITCH, LONDON EC3A 7AR


EXECUTED as a DEED by Terence Cole

In the presence of:

Witness Signature

Witness Name

Witness Address


) K JUPP
) KAREN JUPP
) 72 PALMERSTON Rd
) ESSEX IG9 5UG


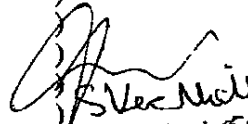
EXECUTED as a DEED by Steven Collins acting by his attorney Mark Steinberg

In the presence of:

Witness Signature



Witness Name

Witness Address



) Steve Nicholl
) Simon Vere Nicoll
) ST BOTOLPH BUILDING
) 137 HOUNDSDITCH
) LONDON EC3A 7AR

EXECUTED as a DEED by CGIS (No.3) Topco LLP acting by

Member MARK STEINBERG
Member TERENCE COLE

EXECUTED as a DEED by

CGIS Erdington Limited
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**



EXECUTED as a DEED by
C.G.I.S Tewkesbury Limited
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**



EXECUTED as a DEED by
C.G.I.S. Littlehampton Limited
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**



EXECUTED as a DEED by
C.G.I.S. Camden Palace Limited
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**



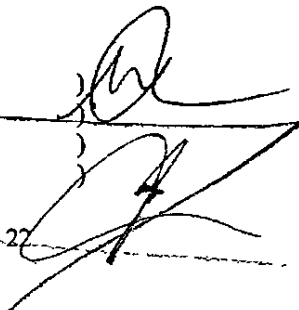
EXECUTED as a DEED by
C.G.I.S. (No.3) Properties Ltd
acting by

Director **MARK STEINBERG**
Director **TERENCE COLE**



EXECUTED as a DEED by
CGIS (No.4) Limited
acting by

LEGAL_EU # 11156325 4



Ch de
+
Co. Ltd

Director
Director

*Clyde
+
Cole*

**EXECUTED as a DEED by
CGIS Group (No.3) Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

The Obligors

**EXECUTED as a DEED by
C.G.I.S. GROUP (NO.3) INTERMEDIATE
LIMITED
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

**EXECUTED as a DEED by
HDL DEBENTURE LIMITED
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

**EXECUTED as a DEED by
C.G.I.S West Point Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

**EXECUTED as a DEED by
C.G.I.S. 68/70 Wardour Street Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

**EXECUTED as a DEED by
CGIS (Gracechurch Street) Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

)

))


**EXECUTED as a DEED by
51-54 Gracechurch Street (No. 1) Limited**
acting by


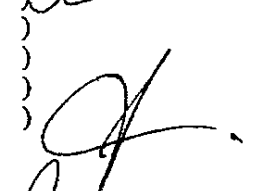
Director MARK STEINBERG
Director TERENCE COLE

)

))

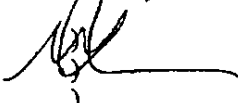


**EXECUTED as a DEED by
51-54 Gracechurch Street (No. 2) Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

)

))



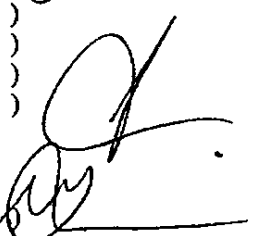
**EXECUTED as a DEED by
C.G.I.S. Sale Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

)

))




**EXECUTED as a DEED by
C.G.I.S. Brierley Hill Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

)

))


**EXECUTED as a DEED by
C.G.I.S. St Pauls House Limited**
acting by

Director MARK STEINBERG
Director TERENCE COLE

)

))


**EXECUTED as a DEED by
St Pauls House Leeds Nominee No. 1 Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

)
)
)
)
)



**EXECUTED as a DEED by
St Pauls House Leeds Nominee No. 2 Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

)
)
)
)
)



**EXECUTED as a DEED by
C.G.I.S. 65 Clerkenwell Road Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

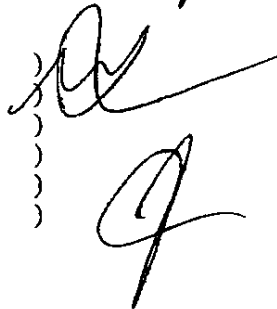
)
)
)
)
)



**EXECUTED as a DEED by
C.G.I.S. (No.4) Limited
acting by**

Director **MARK STEINBERG**
Director **TERENCE COLE**

)
)
)
)
)



~~Agent~~

PH

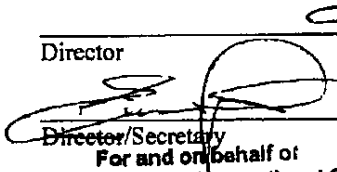
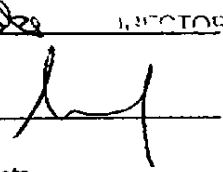
~~SCULPTOR FINANCE (MD) IRELAND LIMITED~~
By _____

Agent

GIVEN under the common seal of

SCULPTOR FINANCE (MD) IRELAND LIMITED

Director

  DIRECTOR

Director/Secretary
For and on behalf of
Deutsche International Corporate
Services (Ireland) Limited.
Company Secretary

