



Registration of a Charge

Company name: **DELBANCO MEYER & COMPANY LIMITED**

Company number: **00317934**



X909ZJ00

Received for Electronic Filing: **06/03/2020**

Details of Charge

Date of creation: **25/02/2020**

Charge code: **0031 7934 0012**

Persons entitled: **MR JONATHAN ROSE, MR WILLIAM ROSE AND MR ADAM RAPHAEL AS TRUSTEES OF THE HH ROSE 1967 SETTLEMENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

TLT NI LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 317934

Charge code: 0031 7934 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2020 and created by DELBANCO MEYER & COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2020 .

Given at Companies House, Cardiff on 9th March 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Debenture

- (1) **DELBANCO MEYER & COMPANY LIMITED (as Chargor)**
- (2) **MR JONATHAN ROSE, MR WILLIAM ROSE AND MR ADAM RAPHAEL AS TRUSTEES OF THE HH ROSE 1967 SETTLEMENT (as Lender)**

Dated 25 February 2020

Execution Version

DEBENTURE

I Certify that, save for material redacted pursuant to S859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

TLT NI LLP

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THIS DEED is made on

25 February

2020

BETWEEN:-

- (1) **DELBANCO MEYER & COMPANY LIMITED** incorporated and registered in England and Wales with company number 00317934 whose registered office is at PO Box 772, 8 Beechwood Avenue, Chorleywood, Rickmansworth, England WD3 5RL (the "Chargor"); and
- (2) **MR JONATHAN ROSE, MR WILLIAM ROSE AND MR ADAM RAPHAEL AS TRUSTEES OF THE HH ROSE 1967 SETTLEMENT** (the "Lender").

INTRODUCTION

- (A) The Lender has agreed to make certain facilities available to the Chargor on the terms and conditions set out in the Facility Agreement (as is defined below).
- (B) The Chargor has agreed to enter into this Deed to provide Security over its assets to the Lender.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

In this Deed:-

"Account" means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by the Chargor (or in which the Chargor has an interest) at any bank or financial institution in any jurisdiction (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts

"Assigned Insurances" means the Insurances (if any) specified in Schedule 3 (*Assigned Insurances*) (including any renewal, substitution or replacement of such Insurance)

"Bank Accounts" means any bank account(s) with any financial institution in the name of the Chargor

"Default Rate" means the default rate specified in clause 5.5 of the Facility Agreement

"Facility Agreement" means the revolving facility agreement dated on or about the date of this Deed between the Chargor and the Lender

"Insurances" means any contracts and policies of insurance or assurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties

"Intellectual Property" means any of the following:-

- (a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade-marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;
- (b) any brand and trade names, domain names, invention, copyright, design right or performance right;
- (c) any trade secrets, database right, know-how and confidential information; and
- (d) the benefit of any agreement or licence for the use of any such right,

and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Chargor or (to the extent of its interest) in which the Chargor has an interest

"Land" has the meaning given to that term in section 205(1) of the LPA but for these purposes **"Land"** excludes heritable property situated in Scotland

"LPA" means the Law of Property Act 1925

"Monetary Claims" means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Party" means a party to this Deed

"Plant and Equipment" means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of the Chargor of any kind and the benefit of all licences, warranties and contracts relating to the same

"Receiver" means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of the whole or any part of the Secured Assets

"Regulations" means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into

effect Directive 2002/47/EC on financial collateral arrangements

"Related Rights"

means in relation to any Secured Asset:-

- (a) the proceeds of sale of all or any part of that Secured Asset;
- (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset;
- (d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and
- (e) any moneys and proceeds or income paid or payable in respect of that Secured Asset

"Secured Assets"

means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the Security created in favour of the Lender by or pursuant to this Deed

"Secured Liability"

means all present and future obligations and liabilities of the Chargor to the Lender, whether present or future, actual or contingent and whether incurred solely or jointly (or jointly and severally) with any other person, including, without limitation, all monies owing from the Chargor to the Lender under the Facility Agreement (together the **"Secured Liabilities"**)

"Securities"

means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period"

means the period beginning on the date of this Deed and ending on the date which:-

- (a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Facility Agreement or this Deed

"Shares"

means:-

- (a) all of the shares in the capital of each of the companies specified in Schedule 2 (*Details of Shares*); and
- (b) any shares in the capital of any other member of the group owned by the Chargor or held by any nominee on behalf of the Chargor at any time

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement shall have the same meanings in this Deed.

1.3 Interpretation

1.3.1 The principles of interpretation set out in clause 1.2 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to the Facility Agreement or any other agreement, deed or instrument is a reference to the Facility Agreement or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under the Facility Agreement or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under the Facility Agreement or other agreement, deed or instrument.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

1.6.1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.6.2 Notwithstanding any term of the Facility Agreement, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a Party.

1.7 Nominees

If the Lender causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Lender shall, if the context permits or requires, be construed as a reference to the Lender and its nominee.

2. COVENANT TO PAY

2.1 Secured Liabilities

The Chargor covenants that it will on demand pay and discharge the Secured Liabilities when due.

2.2 Interest

The Chargor covenants to pay interest at the Default Rate to the Lender on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment).

3. CHARGES

3.1 Land

The Chargor charges:

3.1.1 by way of first legal mortgage all Land described in Schedule 1 (*Details of Land*); and

3.1.2 by way of first fixed charge:-

- (a) all Land vested in the Chargor on the date of this Deed to the extent not effectively mortgaged by Clause 3.1.1;
- (b) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (c) all Land acquired by the Chargor after the date of this Deed.

3.2 Shares

The Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge the Shares and all Related Rights under or in connection with the Shares.

3.3 Securities

The Chargor mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

3.4 Intellectual Property

The Chargor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

3.5 Monetary Claims

The Chargor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

3.6 Bank Accounts

The Chargor charges by way of first fixed charge:-

3.6.1 all amounts standing to the credit of the Bank Accounts; and

3.6.2 all Related Rights under or in connection with the Bank Accounts.

3.7 Plant and Equipment

The Chargor charges by way of first fixed charge:-

3.7.1 the Plant and Equipment (to the extent not effectively charged by Clauses 3.1.1 or 3.1.2) other than any Plant and Equipment which is for the time being part of the Chargor's stock-in-trade or work-in-progress; and

3.7.2 all Related Rights under or in connection with the Plant and Equipment.

3.8 Goodwill

The Chargor charges by way of first fixed charge its present and future goodwill.

3.9 Uncalled capital

The Chargor charges by way of first fixed charge its uncalled capital.

3.10 Authorisations

The Chargor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of such Chargor or the use of any of its assets.

3.11 Letters of credit

The Chargor charges by way of first fixed charge any letter of credit issued in its favour and all bills of exchange and other negotiable instruments held by it.

3.12 Assigned Insurances

The Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

3.12.1 the Assigned Insurances to which it is a party; and

3.12.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

3.13 Floating Charge

3.13.1 The Chargor charges by way of first floating charge all of its present and future business, undertaking and assets wherever situated, which are not for any reason effectively mortgaged, charged or assigned by way of fixed security by this Deed, including, without limitation, any heritable property situated in Scotland.

3.13.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.14 Trust

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the Chargor shall:-

- 3.14.1 hold it on trust for the Lender as security for the payment and discharge of the Secured Liabilities; and
- 3.14.2 take such steps as the Lender may require to remove the impediment to assignment or charging it.

3.15 **Nature of Security created**

The Security created under this Deed is created:

- 3.15.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities;
- 3.15.2 in favour of the Lender; and
- 3.15.3 with full title guarantee.

4. **CRYSTALLISATION OF FLOATING CHARGE**

4.1 **Crystallisation: By Notice**

4.1.1 The Lender may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.13 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-

- (a) the Security created by or pursuant to this Deed becomes enforceable in accordance with Clause 12.1 (*Enforcement*); or
- (b) the Lender considers that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise be in jeopardy; or
- (c) the Lender considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.1.2 If no specific assets subject to the floating charge in Clause 3.13 (*Floating charge*) are identified in the notice referred to in Clause 4.1.1 then the crystallisation shall take effect over all of the assets subject to the floating charge in Clause 3.13 (*Floating charge*).

4.2 **Crystallisation: Automatic**

The floating charge created by a Chargor under Clause 3.13 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of that Chargor subject to the floating charge:

- 4.2.1 if that Chargor creates or attempts to create any Security over any of the Secured Assets; or
- 4.2.2 if any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or

- 4.2.3 if the Lender receives notice of an intention to appoint an administrator of that Chargor; or
- 4.2.4 if any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor, over all or any part of its assets, or if such person is appointed; or
- 4.2.5 on the crystallisation of any other floating charge over the Secured Assets; or
- 4.2.6 in any other circumstance provided by law.

4.3 **Assets acquired post-crystallisation**

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under Clause 3 (*Charges*)), shall become subject to the floating charge created by Clause 3.13 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by that Chargor at the date of crystallisation.

4.4 **Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 3.13 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
 - 4.4.2 anything done with a view to obtaining a moratorium,
- under Schedule A1 to the Insolvency Act 1986.

4.5 **Partial crystallisation**

The giving of a notice by the Lender pursuant to Clause 4.1 (*Crystallisation: By Notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

4.6 **De-crystallisation of floating charge**

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Lender to the Chargor), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. **PERFECTION OF SECURITY**

5.1 **Notices of assignment**

5.1.1 The Chargor must deliver notices of assignment in relation to each Secured Asset which is subject to an assignment under this Deed:-

- (a) Assigned Insurances:
 - (i) promptly (and in any event within two Business Days from the date on which the assignment is granted), by issuing a notice in the form set out in Schedule 4 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;

- (ii) if the Chargor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice in the form set out in Schedule 4 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;

5.1.2 The Chargor shall use all reasonable endeavours to procure that, within 14 days of the date of the each notice of assignment delivered pursuant to Clause 5.1.1 above, each notice of assignment is acknowledged by the party to whom it is addressed.

5.1.3 The Chargor will deliver to the Lender:-

- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
- (b) a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

5.2 Documents of Title

5.2.1 Land

In relation to a first ranking Security the Chargor shall upon the execution of this Deed, and upon the acquisition by the Chargor of any interest in any Land deliver (or procure delivery) to the Lender of either:-

- (a) all deeds, certificates and other documents relating to such Land (which the Lender shall be entitled to hold and retain at the expense and risk of the Chargor); or
- (b) an undertaking from the Chargor's solicitors (in form and substance acceptable to the Lender) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Lender.

5.2.2 Shares

The Chargor shall upon the execution of this Deed (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition by the Chargor of any interest in any Shares deliver (or procure delivery) to the Lender of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and, if the Lender so requires, pre-stamped; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Lender is entitled to hold at the expense and risk of the Chargor.

5.2.3 Securities

As soon as any Securities are registered in, or transferred into the name of, the Chargor, or held by or in the name of the Lender or a nominee (and in any event as soon as the Lender so requests), the Chargor shall deposit with the Lender, in respect of or in connection with those Securities:

- (a) all stock and share certificates and other documents of or evidencing title to the Securities;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the Chargor and, if the Lender so requires, pre-stamped; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Lender is entitled to hold at the expense and risk of the Chargor.

5.3 Application to the Land Registry

The Chargor and the Lender apply to the Land Registry for the following to be entered on the registered title to any Land now or in the future owned by it:-

5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of *[insert name of Lender]* referred to in the charges register (Form P)"

5.3.2 a notice that:-

"*[details of the lenders]* are under an obligation to make further advances."

6. COVENANTS

6.1 Further assurance

The Chargor shall, from time to time and at its own expense, promptly do whatever the Lender requires to:-

- 6.1.1 give effect to the requirements of this Deed;
- 6.1.2 perfect, preserve or protect the Security created or expressed to be created by this Deed, or its priority; or
- 6.1.3 once the Security created by this Deed has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Lender or any Receiver by this Deed or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargor under this Clause 6.1 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6.2 Negative pledge

The Chargor undertakes that it shall not create or permit to subsist any Security over any Secured Assets except as expressly permitted under the terms of the Facility Agreement.

6.3 Disposals

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Secured Assets other than (i) trading stock in the ordinary course of its business and (ii) assets exchanged for other assets comparable or superior as to type, value and quality.

6.4 Land

The Chargor shall promptly notify the Lender in writing if it intends to acquire any estate or interest in Land and shall promptly on request by the Lender (at the cost of that Chargor) execute a legal mortgage in favour of the Lender of that property in any form which the Lender may require. If the title to any such estate or interest is registered (or required to be registered) at the Land Registry, the Chargor will procure the registration of the legal mortgage at the Land Registry.

7. SHARES AND SECURITIES

7.1 Securities and Shares: payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares which are not fully paid (unless reasonably contested), and in any case of default by the Chargor in such payment, the Lender may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate notified to the Chargor by the Lender.

7.2 Securities: exercise of rights

The Chargor shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the Security created by or pursuant to this Deed.

8. INTELLECTUAL PROPERTY

The Chargor shall, if requested by the Lender and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect the Security taken by, or to record the interest of, the Lender in any registers relating to any registered Intellectual Property.

9. MONETARY CLAIMS

9.1 The Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Lender, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do so.

9.2 If and to the extent that the Lender so specifies, at any time after the Security created under this Deed has become enforceable, the Chargor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Chargor as the Lender may require into such Account(s) as the Lender may from time to time specify and pending such payment shall hold all such receipts on trust for the Lender.

10. ASSIGNED INSURANCES

10.1 The Chargor shall:-

10.1.1 deliver to the Lender, promptly following execution of the same, such documents relating to the Assigned Insurances as the Lender may reasonably require;

10.1.2 perform all its obligations under the Assigned Insurances in a diligent and timely manner; and

10.1.3 notify the Lender of any breach of or default under an Assigned Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Insurance, promptly upon becoming aware of the same.

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

10.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Insurance;

10.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Insurance; or

10.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Insurance or any of the Chargors' rights, title, interest and benefits in, to and in respect of Assigned Insurances,

except as permitted by the terms of the Facility Agreement.

10.3 Prior to the enforcement of this Security, the Chargor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Facility Agreement.

11. PROTECTION OF SECURED ASSETS

11.1 Insurance

11.1.1 The Chargor shall at all times during the subsistence of this Deed:-

(a) keep the Secured Assets insured in accordance with the terms of the Facility Agreement;

- (b) if required by the Lender, cause each Insurance relating to the Secured Assets (other than any Insurances which are Assigned Insurances) to contain (in form and substance satisfactory to the Lender) a note of the interest of the Lender and an endorsement naming the Lender as sole loss payee in respect of all claims;
- (c) promptly, and in any event no later than their due date, pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly upon request, produce to the Lender a copy of each policy and evidence (acceptable to the Lender) of the payment of such sums (or procure that such is done);
- (d) comply with the terms of all Insurances relating to the Secured Assets and renew each policy in good time prior to its expiry date;
- (e) if any Insurances relating to the Secured Assets become void or voidable, immediately, at its own cost, effect a new Insurance of the same value as the void or voidable policy and provide a copy of all Insurances relating to the Secured Assets to the Lender; and
- (f) ensure that all moneys received in respect of any Insurances in respect of the Secured Assets are applied in accordance with the terms of the Facility Agreement.

11.1.2 If the Chargor defaults in complying with Clause 11.1.1, the Lender may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Lender in doing so shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

11.2 **Application of Insurance Proceeds**

11.2.1 All moneys received under any Insurance relating to the Secured Assets shall, prior to the enforcement of this Security, be applied as the Lender shall decide in its absolute discretion.

11.2.2 After the enforcement of this Security, the Chargor shall hold such moneys upon trust for the Lender pending payment to the Lender for application in accordance with Clause 14 (*Application of Moneys*) and the Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Secured Assets.

11.3 **Power to remedy**

If the Chargor fails to comply with any of its obligations in relation to any of its assets subject to Security pursuant to this Deed, or the Lender reasonably considers that the Chargor has failed to comply with any such obligations, the Lender may, if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Chargor will co-operate with and will grant the Lender or its agents or contractors such access as the Lender may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

12. **DEMAND AND ENFORCEMENT**

12.1 **Enforcement**

The Security created by this Deed shall become enforceable upon:-

- 12.1.1 failure by the Chargor to pay any of the Secured Liabilities when due and/or the occurrence of any action, proceedings, procedure or step is taken in relation to the appointment of a Receiver or an administrator in respect of the Chargor or any of its assets;
- 12.1.2 any request being made by a Chargor to the Lender for the appointment of a Receiver or an administrator, or for the Lender to exercise any other power or right available to it; or
- 12.1.3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Secured Asset.

12.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:-

- 12.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 12.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;
- 12.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liability (including transferring the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Lender shall determine in a commercially reasonable manner;
- 12.2.4 subject to Clause 13.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and
- 12.2.5 appoint an administrator of the Chargor.

12.3 Disposal of the Secured Assets

In exercising the powers referred to in Clause 12.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

12.4 Same rights as Receiver

Any rights conferred by this Deed upon a Receiver may be exercised by the Lender, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Secured Assets.

12.5 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under the Facility Agreement or this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

13. RECEIVERS

13.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Lender under this Deed shall be in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the case of the removal of an administrative receiver).

13.2 Removal

The Lender may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Secured Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Secured Assets) appoint a further or other Receiver or Receivers over all or any part of such Secured Assets.

13.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

13.3.1 of the Lender under this Deed;

13.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Deed);

13.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

13.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and

13.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

13.4 Receiver as agent

The Receiver shall be the agent of the Chargor (and the Chargor shall be solely liable for the Receiver's acts, defaults, remuneration, losses and liabilities) unless and until the Chargor goes into liquidation, from which time the Receiver shall act as principal and shall not become the agent of the Lender.

13.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

13.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Lender and the maximum rate specified in section 109(6) of the LPA shall not apply.

14. APPLICATION OF MONEYS

14.1 Application of moneys

All sums received by virtue of this Deed by the Lender or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

14.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Lender, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;

14.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender or any Receiver;

14.1.3 **thirdly**, in or towards payment of the Secured Liabilities;

14.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply to this Deed.

15. POWER OF ATTORNEY

15.1 Appointment

The Chargor irrevocably and by way of security appoints:-

15.1.1 the Lender (whether or not a Receiver has been appointed);

15.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Lender; and

15.1.3 (as a separate appointment) each Receiver,

severally as the Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Deed, or which the Lender in its sole opinion may consider necessary or desirable for perfecting its title to any of the Secured Assets or enabling the Lender or the Receiver to exercise any of its rights or powers under this Deed.

15.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 15.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 15.1 (*Appointment*).

16. CONSOLIDATION

16.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Lender may at any time after this Deed has become enforceable, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to the Chargor (in whatever name) and any Secured Liabilities owed by the Chargor to the Lender, and/or set-off or transfer any amounts standing to the credit of one or more accounts of the Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

16.2 Application

The Lender's rights under Clause 16.1 (*Combination of accounts*) apply:-

- 16.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 16.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 16.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 16.2.4 in respect of any Secured Liabilities owed by the Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

17. PROTECTION OF THIRD PARTIES

17.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Deed, and all other powers of the Lender, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

17.2 Purchasers

No purchaser or other person dealing with the Lender, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 17.2.1 to enquire whether any of the powers which the Lender or a Receiver have exercised has arisen or become exercisable;
- 17.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;
- 17.2.3 as to the propriety or validity of the exercise of those powers; or
- 17.2.4 with the application of any moneys paid to the Lender, any Receiver or to any other person,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

17.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Lender, any Receiver or any person to whom any of them have delegated any of their powers.

18. PROTECTION OF THE LENDER

18.1 No liability

The Lender shall not, nor any of its respective officers, employees or delegates, be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

18.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Secured Assets shall not render the Lender or any of its officers or employees liable:-

18.2.1 to account as mortgagee in possession;

18.2.2 for any loss on realisation; or

18.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Lender enters into possession of any Secured Assets it shall be entitled at any time it thinks fit to relinquish possession.

18.3 Indemnity

The Chargor shall indemnify and keep indemnified the Lender and its respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

18.3.1 any act or omission by any of them in relation to all or any of the Secured Assets;

18.3.2 any payment relating to or in respect of all or any of the Secured Assets which is made at any time by any of them;

18.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

18.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

18.3.5 any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

18.4 Interest

The Chargor shall pay interest at the Default Rate on the sums payable under this Clause 18 (*Protection of the Lender*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

18.5 Indemnity out of the Secured Assets

The Lender, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Secured Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 18.3 (*Indemnity*).

18.6 Liability of Chargor related to Secured Assets

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. The Lender shall not be under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

18.7 Continuing protection

The provisions of this Clause 18 (*Protection of the Lender*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

19. PROVISIONS RELATING TO THE LENDER

19.1 Powers and discretions

The rights, powers and discretions given to the Lender in this Deed:-

- 19.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;
- 19.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 19.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

19.2 Certificates

A certificate by an officer of the Lender:-

- 19.2.1 as to any amount for the time being due to the Lender; or
- 19.2.2 as to any sums payable to the Lender under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes.

19.3 Assignment

- 19.3.1 At any time, without the consent of the Chargor, the Lender may assign or transfer any or all of its rights and obligations under this Deed
- 19.3.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this Deed that the Lender considers appropriate.
- 19.3.3 The Chargor may not assign any of its rights, or transfer any of its rights or obligations under this Deed.

19.4 Trusts

The perpetuity period for any trust constituted by this Deed shall be 125 years.

20. PRESERVATION OF SECURITY

20.1 Continuing Security

This Deed shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

20.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

20.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Lender) including:-

- 20.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 20.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- 20.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor 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;
- 20.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 20.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of this Deed or the Facility Agreement or any other document or Security;
- 20.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under this Deed or any other document; or
- 20.3.7 an insolvency, liquidation, administration or similar procedure.

20.4 Immediate recourse

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

20.5 Appropriations

During the Security Period the Lender may:-

20.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 14.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same; and

20.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Liabilities.

20.6 New accounts

If the Lender receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Secured Assets or if a petition is presented or a resolution passed in relation to the winding up of the Chargor, the Lender may close the current account or accounts and/or open a new account or accounts for the Chargor. If the Lender does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Chargor to the Lender shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

21. RELEASE

21.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor:-

21.1.1 release the Secured Assets from this Deed; and

21.1.2 re-assign the Secured Assets that has been assigned to the Lender under this Deed.

21.2 Reinstatement

If the Lender considers that any amount paid or credited to it under the Facility Agreement and/or this Deed is capable of being avoided, reduced or otherwise set aside:-

21.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

21.2.2 the liability of the Chargor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

21.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

22. MISCELLANEOUS PROVISIONS

22.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

- 22.1.1 the validity or enforceability of any other provision, in any jurisdiction; or
- 22.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

22.2 Information

The Lender may from time to time seek from any other person having dealings with the Chargor such information about the Chargor and its affairs as the Lender may think fit and the Chargor agrees to request any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender or any such third party may from time to time require.

22.3 Counterparts

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

23. GOVERNING LAW

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

24. ENFORCEMENT

24.1 Jurisdiction of English Courts

- 24.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 24.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.
- 24.1.3 This Clause 24.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed.

Schedule 1

DETAILS OF LAND

REGISTERED LAND

None as at the date of this Deed.

UNREGISTERED LAND

None as at the date of this Deed.

Schedule 2

DETAILS OF SHARES

None as at the date of this Deed.

Name of Company	Description and Number of Shares	Name of Shareholder

Schedule 3

DETAILS OF ASSIGNED INSURANCES

None as at the date of this Deed.

Schedule 4

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To be printed on the headed notepaper of the Chargor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

**[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER]
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]**

1. We give you notice that we have entered into a debenture dated [] in favour of Mr Jonathan Rose, Mr William Rose and Mr Adam Raphael as trustees of The HH Rose 1967 Settlement (the "**Lender**") (the "**Debenture**").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 name the Lender (in its capacity as Lender) as loss payee in respect of [each of] the Polic[y][ies];
 - 3.2 promptly inform the Lender, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
 - 3.3 advise the Lender promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Lender, without further approval from us, such information regarding the Polic[y][ies] as the Lender may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].
4. Following the Lender's notification to you that the security created by the Debenture has become enforceable:-
 - 4.1.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Lender to such account (or to its order) as it may specify in writing from time to time;

- 4.1.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Lender; and
 - 4.1.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Lender.
- 5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Lender.
- 6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
- 7. By countersigning this letter, you confirm that:-
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Lender 30 days written notice of it or, if it is not possible to comply with such notification to the Lender in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Lender in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Lender's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
- 8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [] marked for the attention of [].

Yours faithfully,

for and on behalf of
[CHARGOR]

Acknowledged:

.....

For and on behalf of

[Name of insurer]

EXECUTION PAGES

The Chargors

EXECUTED as a Deed
by DELBANCO MEYER & COMPANY
LIMITED
acting by a director in the
presence of:

)
)
)
)
)

REDACTED .

Director

Witness Signature: REDACTED

Witness name: Lyubov TRACSUK

Witness address: REDACTED

Witness occupation: housekeeper

The Lender

SIGNED as a Deed REDACTED
by JONATHAN ROSE
(as trustee of The HH Rose 1967 Settlement)
in the presence of:

Witness Signature:

REDACTED

Witness name:

David O'Connor

Witness address:

REDACTED

Witness occupation:

Director - Medlar Restaurant

SIGNED as a Deed REDACTED
by WILLIAM ROSE
(as trustee of The HH Rose 1967 Settlement)
in the presence of:

Witness Signature:

REDACTED

Witness name:

David O'Connor

Witness address:

REDACTED

Witness occupation:

Director Medlar Restaurant

SIGNED as a Deed
by ADAM RAPHAEL
(as trustee of The HH Rose 1967 Settlement)
in the presence of

REDACTED

Witness Signature:

REDACTED

Witness name:

CAROLINE RAPHAEL

Witness address:

REDACTED

Witness occupation:

PUBLISHER