



Registration of a Charge

Company name: **SDG (NEWPORT) LIMITED**

Company number: **07123857**



X637HF21

Received for Electronic Filing: **29/03/2017**

Details of Charge

Date of creation: **29/03/2017**

Charge code: **0712 3857 0003**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **THE PROPERTY KNOWN AS LAND AND BUILDINGS ON THE WEST SIDE OF CAMBRIAN ROAD, NEWPORT REGISTERED AT LAND REGISTRY WITH TITLE NUMBER CYM 580248**

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:

KENNETH MAXWELL, CMS CAMERON MCKENNA LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7123857

Charge code: 0712 3857 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2017 and created by SDG (NEWPORT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2017 .

Given at Companies House, Cardiff on 30th March 2017

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

Composite Debenture

The Companies listed in Schedule 1

and

Investec Bank Plc
as Bank

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THIS DEBENTURE is made on

29th March

2017

BETWEEN

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (the "**Chargors**"); and
- (2) **INVESTEC BANK PLC** (registered in England and Wales number 00489604) whose registered address is 2 Gresham Street, London, EC2V 7QP (the "**Bank**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facility Letter (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

"**Account Bank**" means any bank with which a Chargor opens an account;

"**Act**" means the Law of Property Act 1925;

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"**Cash Collateral Accounts**" means each Account (as defined in the Facility Agreement) including but not limited to the accounts (if any) specified as such in part 3 of Schedule 2 (*Details of Security Assets*);

"**Charged Accounts**" means:

- (a) each Cash Collateral Account;
- (b) each other account charged by or pursuant to this Deed;

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"**Charged Securities**" means:

- (a) the securities specified in part 2 of Schedule 2 (*Details of Security Assets*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable Instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

"**Debenture Security**" means the Security created or evidenced by or pursuant to this Deed;

"**Default Rate**" bears the meaning ascribed to it in the Facility Letter;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Bank or by a Receiver;

"Facility Letter" means the facility letter dated on or around date as this Deed and made between (1) Investec Bank Plc and (2) Scarborough Development Group Limited as the same may be amended, amended and restated or supplemented from time to time;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of Schedule 2 (*Details of Security Assets*));

"Party" means a party to this Deed;

"Profit Share Agreement" means the profit share agreement dated on or around the same date as this Deed and made between (1) Investec Bank plc and (2) Scarborough Development Group Limited as may be amended, amended and restated or varied or replaced from time to time;

"Real Property" means all Property (as defined in the Facility Letter) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of Schedule 2 (*Details of Security Assets*));

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract in any other manner whatsoever), other than Rental Income, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or receiver of the whole or any part of the Charged Property;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other Income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

- (a) each Transaction Document; and
- (b) the Property Management Agreement,

together with each other agreement supplementing or amending or novating or replacing the same;

"Secured Obligations" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or occurred in whatsoever manner to the Bank by any Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) (and for the avoidance of doubt including any

money or liabilities so due, owing or occurred under the Profit Share Agreement), including any money and liabilities of any Chargor to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discounts, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any Chargor's accounts, and so that interest shall be computed and compounded according to the Bank's usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Bank has no further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of Schedule 8 (*Interpretation*) of the Facility Letter apply to this Deed as though they were set out in full in this Deed, except that references to "*this Facility Letter*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a "**Chargor**", the "**Bank**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "**this Deed**", the "**Facility Letter**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Facility Letter, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Chargor or provides for further advances); and
 - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Chargor.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of the Bank.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in

this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (e) If the Bank reasonably considers that an amount paid by any Chargor to the Bank under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.5 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Bank that it will pay and discharge on demand the Secured Obligations from time to time when they fall due and also for the avoidance of doubt under the Profit Share Agreement.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of the Bank shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Bank states are appropriate.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Bank;

- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. **FIXED SECURITY**

4.1 **Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property specified in part 1 of Schedule 2 (*Details of Security Assets*) and the fact that no or incomplete details of freehold and/or leasehold properties are included or inserted in Schedule 2 shall not affect the validity or enforceability of the charges created by this Debenture; and
 - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, such Chargor (not charged by clause 4.1(a)(i));
- (b) by way of first fixed charge:
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
 - (iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
 - (i) the Charged Securities referred to in part 2 of Schedule 2 (*Details of Security Assets*); and
 - (ii) all other Charged Securities (not charged by clause 4.1(e)(1)),

In each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

- (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts; and
- (ii) all other accounts of such Chargor with any bank, financial Institution or other at any time (not charged by clauses 4.1(f)(i)) and all monies at any time standing to the credit of such accounts,

In each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge the Intellectual Property;

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):

- (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
- (ii) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them;
- (iii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

4.2 **Security assignments**

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 4.1(a) or 4.1(b));
- (b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (c) each of the following:
 - (i) all insurances specified in part 4 of Schedule 2 (*Details of Security Assets*);
 - (ii) all other insurances (not assigned by clause 4.2(c)(i)),and all claims under the insurances and all proceeds of the insurances; and
- (d) all other Receivables (not otherwise assigned under this clause 4.2).

To the extent that any Assigned Asset described in clause 4.2(c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such insurances.

4.3 Notice of assignment and/or charge - immediate notice

Immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance or the execution of any Transaction Document or the opening of any Charged Account after the date of this Deed) each Chargor shall in respect of each Charged Account deliver a duly completed notice to the Account Bank and use its reasonable endeavours to procure that the Account Bank executes and delivers to the Bank an acknowledgement, in each case in the respective forms set out in Schedule 3 (*Form of notice to and acknowledgement from Account Bank*), or in such other form as the Bank shall agree.

4.4 Assigned Assets

The Bank is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

- (a)

The Bank may convert any floating charge created under this Deed at any time by notice in writing to a Chargor into a fixed charge as regards all or any of the assets of such Chargor specified in the notice which for the time being are the subject of such floating charge or, as the case may be, such of the property and assets as are specified by such notice.

6.2 Small companies

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

6.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Bank; or

- (ii) any third party levies or attempts to levy any distress, diligence, arrestment, inhibition, execution, attachment, sequestration or other legal process or does or attempts to do any diligence in execution against any of such Security Assets;
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an step is taken (including, without limitation, the making of an application or the giving of any notice) by any Chargor or any other person for the appointment of an administrator (as contemplated by the Insolvency Act 1986) and/or a receiver in respect of that Chargor;
- (c) If an order is made for the compulsory winding up of any Chargor;
- (d) If a meeting is convened for the passing of a resolution for the voluntary winding up of any Chargor.

6.4 **Partial conversion**

The giving of a notice by the Bank pursuant to clause 6.1 (*Conversion by notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any other right of the Bank.

6.5 **Restrictions on Conversion of Floating Charge**

Clauses 6.1 and 6.3 above will not apply:

- 6.5.1 To any Security Assets situated in Scotland and/or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion or conversion by notice; and/or
- 6.5.2 Solely by reason of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000.

7. **CONTINUING SECURITY**

7.1 **Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2 **Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Bank may at any time hold for any Secured Obligation.

7.3 **Right to enforce**

This Deed may be enforced against each or any Chargor without the Bank first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. **LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS**

- 8.1 Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to

the Security Assets. The Bank is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

8.2 Without limitation to clause 8.1 above each Chargor remains liable to observe and perform all conditions and obligations in relation to the Security Assets notwithstanding any act, omission, matter or thing which but for this clause 8 would reduce, release or prejudice any Chargor's obligations under this Deed and/or any of the security created or granted under this Deed (without limitation and whether or not known to any Chargor or the Bank) including:

- (i) 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 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;
- (ii) Any insolvency or similar proceedings;
- (iii) Any incapacity or lack of power, authority or legal personality of or dissolution or a change in the members or status of any Chargor or any other person;
- (iv) Any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Bank or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than the Bank.

10. REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Bank.

10.2 Ownership of Security Assets

Each Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Detail of Security Assets*).

10.3 Real Property

Part 1 of Schedule 2 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Chargor at the date of this Deed.

10.4 Time when representations made

- (a) All the representations and warranties in this clause 10 are made by each Chargor on the date of this Deed and (except for those in clause 10.3 (*Real Property*)) are also deemed to be made by each Chargor:
 - (i) on the date of each Notice of Drawdown and each Drawdown Date; and
 - (ii) on the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made and so for example in the

event of a Permitted Disposal of any Real Property the representation or warranty will no longer apply to that Real Property disposed of.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Deposit of documents and notices

Each Chargor shall:

- (a) unless the Bank otherwise confirms in writing (and without prejudice to clause 11.6(a)), deposit with the Bank:
 - (i) all deeds and documents of title relating to the Security Assets; and
 - (ii) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of a Chargor, (each of which the Bank may hold throughout the Security Period); and
- (b) immediately on request by the Bank, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Bank).

11.2 Insurance

- (a) Each Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facility Letter.
- (b) Each Chargor shall notify the Bank if any claim arises or may be made under the Insurances with a value in excess of £10,000.
- (c) Each Chargor shall, subject to the rights of the Bank, diligently pursue its rights under the Insurances.

11.3 Rental Income

Each Chargor shall:

- (a) not, without the prior written consent of the Bank, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income other than by way of Permitted Security;
- (b) collect all Rental Income promptly and deal with it in accordance with the Facility Letter and the Facility Agreement.

11.4 Operation of Cash Collateral Accounts

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Account unless expressly permitted to do so under the Facility Letter or the Facility Agreement or with the prior written consent of the Bank and the Bank shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

11.5 Negative Pledge

- (a) No Chargor shall create, grant or permit to subsist any mortgage, charge, encumbrance or other security right on, over or affecting the Security Assets or any part of them except with the prior written consent of the Bank.

- (b) No Chargor shall, without the prior written consent of the Bank, sell, assign, charge factor or discount or in any other manner deal with any Receivable other than by way of Permitted Security.

11.6 Charged Investments - protection of security

- (a) Each Chargor shall, immediately upon execution of this Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
 - (i) deposit with the Bank (or as the Bank may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
 - (ii) execute and deliver to the Bank:
 - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or
 - (B) such other documents as the Bank shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) Each Chargor shall:
 - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Bank may require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Bank may require.
- (c) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.
- (d) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (e) Without limiting its obligations under clause 11.6, each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company relating to the Charges Investments and, if it fails to do so, the Bank may provide such information as it may have on behalf of such Chargor.

11.7 Rights of the Parties In respect of Charged Investments

- (a) Until an Event of Default occurs, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and

- (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of the Bank.
- (b) any time following the occurrence of an Event of Default which is continuing, the Bank may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Bank or its nominee, the Bank shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

12. **POWER TO REMEDY**

12.1 **Power to remedy**

- (a) If a Chargor fails to comply with any undertaking or obligation under any Finance Document, the Bank shall give the relevant Chargor 10 Business Days (or such longer period as the Bank deems reasonable in the circumstances) (the "**Grace Period**") remedy that failure.
- (b) Upon expiry of the Grace Period, the Bank shall be entitled (either itself, or through any agent, nominee or adviser) to take such steps and carry out such works as the Bank believes are necessary to remedy such failure to the extent that the relevant Chargor has not taken such steps or carried out such works as the Bank believes are necessary. The Chargors shall reimburse the Bank on demand for all fees, costs and expenses incurred by the Bank for such steps or works.
- (c) The exercise by the Bank of its remedies under this clause 12.1 (*Remedy*) shall not render the Bank liable to account as mortgagee in possession.

12.2 **Monies expended**

The relevant Chargor shall pay to the Bank on demand any monies which are expended by the Bank on demand any monies which are expended by the Bank in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Bank (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. **WHEN SECURITY BECOMES ENFORCEABLE**

13.1 **When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing provided any Grace Period has expired.

13.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing provided any Grace Period has expired.

13.3 Enforcement

After this Debenture has become enforceable, the Bank may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options as the Bank may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Bank

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Bank may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or receiver of all or any part of the Security Assets; and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor, and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them;
 - (v) hold all dividends, distributions, interest and other monies paid on and received by it in respect of any Security Assets for the account of the Bank or otherwise as the Bank may direct.

- (b) The Bank is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

14.4 Redemption of prior mortgages

At any time after the Debenture Security has become enforceable, the Bank may:

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Bank on demand.

14.5 Privileges

- (a) Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (SI 2003 No 3226) each Receiver and the Bank shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Bank reasonably determines having taken into account advice obtained by it from an Independent Investment or accountancy firm of national standing selected by it

14.6 No liability

- (a) Neither the Bank nor any Receiver shall be liable (A) In respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Bank nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Bank or any Receiver will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or

- (b) whether any power which the Bank or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Bank or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

The Bank may from time to time remove any Receiver appointed by it (subject, in the case of a receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

15.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank).

15.4 Payment by Receiver

Only monies actually paid by a Receiver to the Bank in relation to the Secured Obligations shall be capable of being applied by the Bank in discharge of the Secured Obligations.

15.5 Agent of Chargers

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 1985 or the Companies Act 2006, as applicable, and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Bank shall not incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have;

- (a) all the powers which are conferred on the Bank by clause 14.3 (*Powers of Bank*)]
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is a receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any Insurances in respect of, the Security Assets as he shall think fit (or as the Bank shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);

- (k) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (l) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of any Chargor for any of the above purposes.

17. APPLICATION OF PROCEEDS

17.1 Application

All monies received by the Bank or any Receiver after the Debenture Security has become enforceable shall be applied in the following order:

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Bank and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation and suspense account*); and
- (c) **thirdly**, in payment of any surplus to any Chargor or other person entitled to it (including the Additional Interest Fee as defined in the Facility Letter).

17.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Bank or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Bank may determine).

17.3 Appropriation and suspense account

- (a) Subject to clause 17.1 (*Application*), the Bank shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Bank under or in connection with this Deed may at the discretion of the Bank be credited to a separate interest-bearing suspense account for so long as the Bank determines (with interest accruing thereon at such rate (if any) as the Bank may determine without the Bank having any obligation to apply such monies, and interest or any part of it in or towards the discharge of any of the Secured Obligations unless such monies would clear all Secured Obligations in full.

18. SET-OFF

18.1 Set-off rights

- (a) The Bank may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Bank by any other Chargor) against any obligation (whether or not matured) owed by the Bank or such other Bank to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Bank may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Bank to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by It in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 18.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with the Bank at a time within the Security Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Bank in its absolute discretion considers appropriate unless the Bank otherwise agrees in writing.

19. DELEGATION

Each of the Bank and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which It may think fit. Neither the Bank nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. FURTHER ASSURANCES

20.1 Further action

Each Chargor shall at its own expense, Immediately do all acts and execute all documents as the Bank or a Receiver may reasonably specify (and in such form as the Bank or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security Intended to be created by this Deed or any other Transaction Security Document;
- (b) facilitating the realisation of any Security Asset;

- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Bank, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Bank over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Transaction Security Document

This includes:

- (i) the re-execution of this Deed or such Transaction Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Bank or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Bank may think expedient.

20.2 Finance Documents

Each Chargor shall (and each Chargor shall procure that each member of the Chargors' Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to the Finance Documents.

20.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will immediately upon request by the Bank execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 8 (*Conversion of floating charge*)).

21. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*) or, if no Event of Default is continuing, which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CURRENCY CONVERSION

All monies received or held by the Bank or any Receiver under this Deed may be converted from their existing currency into such other currency as the Bank or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Bank's Spot Rate of Exchange. Each Chargor shall indemnify the Bank against all costs, charges and expenses incurred in relation to such conversion. Neither the Bank nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. **CHANGES TO THE PARTIES**

23.1 **Chargors**

No Chargor may assign or transfer any of its rights or obligations under this Deed.

23.2 **Bank**

23.2.1 The Bank may at any time (and without notice or consent) assign or transfer the benefit of this Deed (or all or any of its rights under this Deed) to any person and the expression "the Bank" shall include its successors and assigns;

23.2.2 The Bank shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

24. **MISCELLANEOUS**

24.1 **New accounts**

(a) If the Bank receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

(b) As from that time all payments made to such Bank will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 **Tacking**

(a) The Bank shall perform its obligations under the Facility Letter (including any obligation to make available further advances).

(b) This Deed secures advances already made and further advances to be made.

24.3 **Memorandum and articles**

Each Chargor certifies that the Debenture Security does not contravene any of the provisions of the memorandum or articles of association of that Chargor.

24.4 **Land Registry**

"

(a) Each Chargor and the Bank shall apply to the Land Registry for the registration against each of the registered titles specified in Schedule 2 and against any title to any unregistered property specified in Schedule 2 which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Deed of:

(i) The following restriction:

"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 [] March 2017 in favour of Investec Bank plc referred to in the charges register"; and

- (ii) A note to the effect that the Bank is under an obligation to make further advances.
- (b) The obligations on the part of the Bank to make further advances to a Chargor under the Finance Documents shall be deemed to be incorporated in this Deed for the purpose of Section 94(1)(c) Law of Property Act 1925 and each Chargor hereby consents to the Bank's application to the Land Registry for the registration of a notice of such obligation on the register of each of the titles thereto in clause 24.4(a).
- (c) Each Chargor:
 - (i) authorises the Bank to make any application which the Bank deems appropriate for the designation of this Deed, the Facility Letter or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Bank; and
 - (iii) shall notify the Bank in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facility Letter or any other Finance Document following its designation as an exempt information document.
- (d) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (e) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

24.5 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by the Bank which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to the Bank).
- (b) Schedule 9 of the Facility Letter (*Guarantee and indemnity*) applies in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of each Chargor under this Deed.
- (c) Neither the Bank nor any Receiver shall have any liability or responsibility of any kind to any Chargor arising out of the exercise or non-exercise of any right to enforce recovery of the Secured Obligations or shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Secured Obligations or to make any claims or to take any other action to collect or enforce the same.
- (d) All fees, costs and expenses payable under or pursuant to this Deed shall be paid together with an amount equal to any value added tax payable by the Bank in respect

of the same to the extent that the Bank shall have certified (such certificate to be binding and conclusive on the relevant Chargor) to the Chargor that it is not entitled to credit for such value added tax as input tax.

- (e) Any value added tax chargeable in respect of any services supplied by the Bank under this Deed shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this Deed.
- (f) The Chargors shall pay all stamp, documentary, registration and other duties (including any duties payable by or assessed on the Bank) imposed on or in connection with this Deed.
- (g) Any release, discharge or settlement between any Chargor and the Bank shall be conditional upon no right, security, disposition or payment to the Bank by any Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty of any person, bankruptcy, liquidation, administration, the protection of creditors or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Bank shall be entitled to enforce this Deed as if such release, discharge or settlement had not occurred and any such payment has not been made.
- (h) This Deed shall remain binding on all Chargors notwithstanding any change in the constitution of the Bank or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this Deed shall be valid and effective in all respects in favour of the Bank and any assign, transferee or other successor in title of the Bank in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to the Bank.

25. NOTICES

Facility Letter

- (a) Clause 15 of the Facility Letter (*Notices*) is incorporated into this Deed as if fully set out in this Deed.
- (b) The address of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facility Letter or this Deed.

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by the Bank specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

27. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor

the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Bank and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Bank so agrees in writing. A waiver given or consent granted by the Bank under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

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

31. RELEASE

31.1 Release

Upon the expiry of the Security Period (or earlier upon agreement between the Bank and the Borrower) the Bank shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Bank may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

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

33. ENFORCEMENT AND JURISDICTION

33.1 The courts of England have exclusive Jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

- 33.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 33.3 This clause 33 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.
- 33.4 Each Chargor expressly agrees and consents to the provisions of this clause 33 and clause 32 (*Governing Law*).

**SCHEDULE 1
THE CHARGORS**

Name	Jurisdiction of incorporation	Registered office	Registration number
Scarborough Development Group Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07128048
SDG (Preston) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123977
SDG (Newport) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123857
SDG (Boston) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123954
SDG (Stockport) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123925
SDG (Rhyl) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123937
SDG (Glossop) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123912
SDG (Wigan) Limited	England	Europa House, 20 Esplanade, Scarborough, North Yorkshire, YO11 2AQ.	07123900

SCHEDULE 2
DETAILS OF SECURITY ASSETS

Part 1 - Real Property

Chargor	Address	Title number
Scarborough Development Group Limited		
SDG (Preston) Limited	Land and buildings on the south west side of Blackpool Road, Preston	LA 348700
SDG (Newport) Limited	Land and buildings on the west side of Cambrian Road, Newport	CYM 580248
SDG (Boston) Limited	Land and buildings on the north side of Lawrence Lane, Boston	LL 56583
SDG (Stockport) Limited	Land lying to the west of Didsbury Road Bridge, Stockport	GM 768831
	Land on the north side of Brighton Road, Stockport	MAN 82999
	1 Brighton Road, Heaton Norris (SK4 2BE)	CH 30552
	Land at the back of 19 Didsbury Road, Stockport	GM 152547
	15 Didsbury Road (SK4 2BD)	CH 60696
	11 Didsbury Road, Heaton Norris (SK4 2BD)	GM 419561
	Land at the back of 17 Didsbury Road, Stockport	GM 255439
	Land and buildings on the south of Craig Road, Heaton Mersey	GM 624040
	Land and buildings on the north side of Brighton Road, Heaton Norris	GM 692040
	Land and buildings on the south side of Craig Road, Heaton Norris	GM 693403
	17 Didsbury Road, Heaton Norris (SK4 2BD)	MAN 56543
	19 Didsbury Road, Heaton Norris (SK4 2BD)	MAN 56545
	Land lying to the south of Craig Road, Heaton	GM 672131

Chargor	Address	Title number
	Mersey	
SDG (Rhyl) Limited	The Bungalow, Quay Street, Rhyl (LL18 1UN)	CYM 139945
	Land and buildings on the north east side of Quay Street, Rhyl	CYM 149685
	Swiss Cottage, 2 Quay Street, Rhyl (LL18 1UN)	WA 252829
	Land on north side of Wellington Road, Rhyl	WA 495520
	Grangefield and Westfield, Wellington Road, Rhyl	WA 495530
	Land on the north east side of Quay Street, Rhyl	WA 495537
	Land on the south east side of West Parade, Rhyl	WA 495540
	Land on the north side of Wellington Road, Rhyl	WA 495543
	Land on the south east side of West Parade, Rhyl	WA 622569
	Land lying on the south west side of Wellington Road, Rhyl	WA 659977
	The Schooner, West Parade, Rhyl (LL18 1UL)	WA 852334
SDG (Glossop) Limited	Land and buildings on the North side of High Street West, on the East side of Glossop Brook Road, on the North side of Wrens West Road and on the West side of Shrewsbury	DY205877

Chargor	Address	Title number
	Street, Glossop, Derbyshire.	
SDG (Wigan) Limited	The Tower Grand Site on the north east side of Millgate, Wigan	MAN 118611

Part 2 - Charged Securities

Chargor	Name of company in which shares are held	Class of shared held	Number of shares held	Issued share capital
Scarborough Development Group Limited	SDG (Preston) Limited	Ordinary share of £1.00 each.	1	1
	SDG (Newport) Limited	Ordinary share of £1.00 each.	1	.
	SDG (Boston) Limited	Ordinary share of £1.00 each.	1	1
	SDG (Stockport) Limited	Ordinary share of £1.00 each.	1	1
	SDG (Rhyl) Limited	Ordinary share of £1.00 each.	1	1
	SDG (Glossop) Limited	Ordinary share of £1.00 each.	1	1
	SDG (Wigan) Limited	Ordinary share of £1.00 each.	1	1

Part 3 - Charged Accounts

Cash Collateral Accounts				
Account holder	Account number	Type	Account Bank	Account bank branch address sort code
Scarborough Development Group Limited		Current Account	Investec Bank plc	2 Gresham Street, London EC2V7QP Sort Code:
Scarborough Development Group Limited		Deposit Account	Investec Bank plc	2 Gresham Street, London EC2V 7QP Sort Code:

Part 4 - Insurances

Chargor	Insurer	Policy number
Scarborough Development Group Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Preston) Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Newport) Limited	AXA Insurance UK pic	MR PPP 2618450
SDG (Boston) Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Stockport) Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Rhyl) Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Glossop) Limited	AXA Insurance UK pic	MR PPP 2618456
SDG (Wigan) Limited	AXA Insurance UK pic	MR PPP 2618456

SCHEDULE 3
FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[Insert name and address of Account Bank]*

Dated: []20[]

Dear Sirs

Re: Account holder: [] Limited (the "Chargor")

1. We give notice that, by a debenture dated [] 2017 (the "**Debenture**"), we have charged to Investec Bank pic (the "**Bank**") as Bank for certain banks and others (as referred to in the Debenture) all our present and future right, title and interest in and to:
 - (a) the Cash Collateral Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Cash Collateral Accounts and all additions to or renewals or replacements thereof (in whatever currency);(the "**Charged Accounts**") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Debenture, we are not entitled to withdraw any monies from:
 - (a) the Cash Collateral Accounts without first having obtained the prior written consent of the Bank;
3. We irrevocably authorise and instruct you from time to time:
 - (a) unless the Bank so authorises you in writing, not to permit withdrawals from:
 - (i) the Cash Collateral Accounts,or any other Charged Account except to the extent that any withdrawal is expressly permitted by this notice and such permission has not been withdrawn;
 - (b) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Bank;
 - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect;
 - (d) to disclose to the Bank such information relating to the Chargor[s] and the Charged Accounts as the Bank may from time to time request you to provide.
4. We agree that you are not bound to enquire whether the right of the Bank to withdraw any monies from any Charged Account has arisen or be concerned with (a) the propriety or regularity of the exercise of that right or (b) notice to the contrary or (c) to be responsible for the application of any monies received by the Bank.
5. This notice may only be revoked or amended with the prior written consent of the Bank.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to each Chargor) that you agree to the above and that:

- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Bank, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Bank promptly if you should do so in the future; and
- (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.

7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[] Limited

Name: _____
Title: _____

Countersigned by

for and on behalf of
INVESTEC BANK PLC

SCHEDULE 4 [NOT USED]

[On copy]

To: Investec Bank plc
as Bank
2 Gresham Street
London EC2V 7QP

Copy to: [] Limited

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in clause 6 of the above notice.

for and on behalf of

[Name of Account Bank]

Dated: [] 20[]

SCHEDULE 5
FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM HEDGING COUNTERPARTY

To: *[Insert name and address of Hedging Counterparty]*

Dated: [] 20[]

Dear Sirs

[Describe Hedging Agreement(s)] dated [] 20[] between (1) You and (2) [] (the "Chargor") (the "**Agreement[s]**")

1. We give notice that, by a debenture dated [] 2017 ("**Debenture**"), we have assigned to Investec Bank plc ("**Bank**") as security trustee for certain banks and others (as specified in the Debenture) all our present and future right, title and interest in and to **[Insert details of Hedging Agreement(s)]** (together with any other agreement supplementing or amending the same, "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Bank without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Bank may at any time and from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Bank;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement to the account in our name at the Bank designated the "**Rent Account**", account number **[specify number]**;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Agreement or the debts represented thereby which you receive at any time from the Bank without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
 - (e) to send copies of all notices and other information under the Agreement to the Bank.
3. We are not permitted to:
 - (a) receive from you, otherwise than through the Bank, any amount in respect of or on account of the sums payable to us from time to time under the Agreement; or
 - (b) to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Bank.
4. This notice may only be revoked or amended with the prior written consent of the Bank.
5. Please confirm by completing the enclosed copy of this notice and returning it to the Bank (with a copy to us) that:
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Bank, received notice of the assignment or charge or the grant of any security or other interest of any third party in

or to the Agreement or any proceeds thereof and you will notify the Bank promptly if you should do so in future;

- (c) you will not permit any sums to be paid to us or any other persons under or pursuant to the Agreement without the prior written consent of the Bank;
- (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Bank.

6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To: Investec Bank plc
as Bank
2 Gresham Street
London EC2V 7QP

Copy to: **[NAME OF CHARGOR]**

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm the matters set out in paragraph [5] in the above notice.

for and on behalf of
[name of relevant party]

Dated: [] 20[]

EXECUTION PAGES

THE CHARGORS

Signed as a Deed for and on behalf of
**SCARBOROUGH DEVELOPMENT GROUP
LIMITED**

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: **Authorised signatory for Esplanade Director Limited**

Address:

[Redacted Address]

Facsimile:

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (PRESTON) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Authorised signatory for Esplanade Director Limited

Title:

Address:

[Redacted Address]

Facsimile No:

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (NEWPORT) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: **Authorised signatory for Esplanade Director Limited**

Address:

[Redacted Address]

Facsimile No:

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (BOSTON) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: **Authorised signatory for Esplanade Director Limited**

Address:

[Redacted Address]

Facsimile:

[Redacted Facsimile]

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (STOCKPORT) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: **Authorised signatory for Esplanade Director Limited**

Address:

[Redacted Address]

Facsimile:

[Redacted Facsimile]

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (RHYL) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: **Authorised signatory for Esplanade Director Limited**

Address:

[Redacted Address]

Facsimile No:

[Redacted Facsimile]

in the presence of:

[Redacted Signature]

Name: **GARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (GLOSSOP) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: Authorised signatory for Esplanade Director Limited

Address:

[Redacted Address]

Facsimile No:

in the presence of:

[Redacted Signature]

Name: **CHARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed for and on behalf of
SDG (WIGAN) LIMITED

by:

[Redacted Signature]

Name: **Jeremy Tutton**

Title: Authorised signatory for Esplanade Director Limited

Address:

[Redacted Address]

Facsimile No:

in the presence of:

[Redacted Signature]

Name: **CHARETH EDE**

Title: **ACCOUNTANT**

Signed as a Deed

by

Attorney

and

Attorney

as attorney for **INVESTEC BANK PLC** under a power of
attorney dated 4 June 2013
in the presence of:

Witness:

Witness Name:

Witness Address: