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DATED

08 February

2018

PALL INVESTMENTS LTD
as Chargor

DEUTSCHE BANK (SUISSE) S.A.
as Lender

DEBENTURE

relating to a term loan of up to £7,250,000 to refinance the acquisition of 40-41 Pall Mall, St James's, London SW1Y 5JG

Certified as a true copy of the original document

BLP LLP
76 King Street
Manchester
M2 4NH

Signed D Higgins
Date 21 February 2018



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DATED

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PARTIES

- (1) **PALL INVESTMENTS LTD** registered in England and Wales with company number 08585858 and having its registered office at 55a Welbeck Street London W1G 9XQ (the "Chargor")
- (2) **DEUTSCHE BANK (SUISSE) S.A.**, registered in Switzerland with company number CH-660.0.537.980-4 and having its registered office at Place des Bergues 3, 1201 Geneva, Switzerland (the "Lender")

BACKGROUND

- (A) The Chargor is entering into this Deed in connection with the Finance Documents.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed terms defined in the Facility Agreement have the same meaning unless given a different meaning in this Deed.

"Accounts" means the account details of which are set out at Schedule 3 (*Accounts*).

"Act" means the Law of Property Act 1925.

"Assigned Contracts" means, in relation to the Chargor:

- (a) any Licences;
- (b) any Occupational Leases; and
- (c) any other agreement to which the Chargor is a party and which the Lender has designated as an Assigned Contract.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Borrower" means Maltan Ltd registered in The Republic of Mauritius with company number FC033019 and having its registered office at St Lawrence Management Ltd, 6th Floor, C&R Court, 49, Labourdonnais Street, Port Louis, Mauritius

"Charged Assets" means each asset and other interest in respect of which a Security Interest has been created or was intended under this Deed.

"Delegate" means any delegate or sub delegate appointed by the Lender.

"Equipment" means all plant and machinery, fixtures, fittings, furniture, furnishings and equipment.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between the Chargor, the Lender and any agreement entered into under or supplemental to it or amending, restating or novating it.

"Finance Documents" means the Finance Documents under and as defined in the Facility Agreement.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

"Insurances" means any policy of insurance in which the Chargor may at any time have an interest relating to the Property.

"Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender or any Affiliate of the Lender (including, without limitation, under the Finance Documents as amended, varied or supplemented from time to time, or otherwise).

"Licences" means each and all of the grants, authorities, licences, quota, certificates, justices and excise licences, now or future attached to the Property and/or the business of carried out on or from the Property.

"Party" means a party to this Deed.

"Property" means each property, further details of which are set out in Schedule 1 (*Property*).

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets.

"Regulations" means the Financial Collateral Arrangements (No2) Regulations 2003 (5.1. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC01 financial collateral arrangements.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset or accruing, offered or deriving at any time from such asset by way of redemption, exchange, option or otherwise; and

- (d) all dividends, interest, monies and proceeds paid or payable in respect of that asset,

(including all rights against any trustee, nominee, fiduciary, custodian or clearing system).

"Security Interest" means as defined in the Facility Agreement.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Liabilities have been terminated.

"Shares" means the shares, investments and associated assets referred to in Clause 3.4 (*Shares*).

1.2 Interpretation

1.2.1 Each of the undertakings given by the Chargor in this Deed remain in force from the date of this Deed until the end of the Security Period.

1.2.2 Each representation and warranty expressed to be made by the Chargor in this Deed is made by the Chargor on the date of this Deed and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

1.3 Disposition of property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Related Rights

A reference in this Deed to any Charged Asset includes any part of that Charged Asset and all Related Rights in respect of that Charged Asset and a reference in this Deed to any mortgage, charge or assignment of any Charged Asset shall include all Related Rights in respect of that Charged Asset.

2 COVENANT TO PAY

The Chargor covenants to pay the Liabilities when due or if they do not specify a time, on demand.

3 CREATION OF SECURITY

3.1 Security generally

Each Security Interest created, or expressed to be created, under this Deed:

- (a) Is created in favour of the Lender over the present and future assets of the Chargor;
- (b) is security for the payment of all the Liabilities; and

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

3.2 **Land**

3.2.1 The Chargor charges and agrees to charge:

- (a) by way of a first legal mortgage the Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property;
- (b) (to the extent that they are not the subject of a legal mortgage under Clause 3.2.1(a)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property; and
- (c) all Related Rights in respect of the above.

3.2.2 A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:

- (a) each and every part of that property, including all structures, fixtures and fittings (including trade fixtures and fittings, furnishings and equipment) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Accounts**

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including but not limited to, the Accounts) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

3.4 **Shares**

The Chargor charges and agrees to charge by way of a first fixed charge:

- (a) all of its rights and interests in the shares referred to in Schedule 2 (*Shares*);
- (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 by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time (not charged by Clause 3.4(a)); and
- (c) all Related Rights in respect of the assets referred to in Clause 3.4(a) and Clause 3.4(b) above.

3.5 Assigned Contracts

- 3.5.1 The Chargor assigns absolutely to the Lender all of its rights and interests under each Assigned Contract.
- 3.5.2 To the extent that any such right or interest is not capable of assignment, the purported assignment of that right or interest under Clause 3.5.1 shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- 3.5.3 To the extent that they do not fall within any other part of this clause or are not effectively assigned under Clause 3.5.1 or Clause 3.5.2, the Chargor charges by way of first fixed charge all of its rights and interest under each agreement or document to which it is a party.
- 3.5.4 The Chargor must notify the Lender immediately if an assignment or charge under this Deed breaches a term of the relevant agreement because a third party's consent has not been obtained. Unless the Lender requires otherwise, the Chargor shall obtain, and promptly supply to the Lender, any such third party consent as soon as practicable.

3.6 Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(a) or Clause 3.6(b).

3.7 Insurances

- 3.7.1 The Chargor assigns absolutely to the Lender all of its rights in respect of any Insurances.
- 3.7.2 To the extent that any such right described in 3.6(A) is not capable of assignment, the assignment of that right purported to be effected by 3.6(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- 3.7.3 To the extent that they do not fall within any other part of this clause or are not effectively assigned under Clause 3.5.1 or Clause 3.5.2 above, the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 Intellectual Property

The Chargor charges by way of first fixed charge all its Intellectual Property.

3.9 Equipment

The Chargor charges by way of a first fixed charge all fixed and moveable Equipment owned by it, its interest in any Equipment in its possession and the benefit of all related Authorisations, agreements and warranties.

3.10 Authorisations

The Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Asset, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Floating charge

3.11.1 The Chargor charges by way of first floating charge its undertaking and assets, including but not limited to, all food, drinks, products, goods and other items relating in any way to the operation or use of any business carried on at the Property, both present and future not otherwise effectively mortgaged or charged under this Deed.

3.11.2 The floating charge created by the Chargor pursuant to Clause 3.11.1 is a "qualifying floating charge" for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

3.11.3 Paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Lender may appoint an administrator to the Chargor pursuant to that paragraph.

3.11.4 The Lender may convert the floating charge created by this Deed over all or any of the Charged Assets into a fixed charge by notice to the Chargor specifying the relevant Charged Assets (either specifically or generally):

- (a) while a Default is continuing; and/or
- (b) if the Lender (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.

3.11.5 If:

- (a) the Chargor takes any step to create any Security Interest in breach of Clause 7.1 (*Security Interest*) over any of the Charged Assets not subject to a mortgage or fixed charge;
- (b) an administrator is appointed or the Lender receives notice of an intention to appoint an administrator in respect of the Chargor; or
- (c) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Assets,

the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge.

4 CONTINUING SECURITY

4.1 Continuing security

The Security Interests created, or expressed to be created, by this Deed are continuing security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.2 Additional security

The security created, or expressed to be created, by this Deed:

- (a) is in addition to, and is not prejudiced by, any other Security Interest or other right now or subsequently held by the Lender; and
- (b) may be enforced against the Chargor without having recourse to any other rights of the Lender.

5 PERFECTION

5.1 Land

The Chargor shall, in respect of the Property:

- (a) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security Interests created or expressed to be created by this Deed;
- (b) promptly submit to the Land Registry the duly completed form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction on the register of title to the Property:

"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 [•] in favour of Deutsche Bank (Suisse) S.A. referred to in the Charges Register (or its conveyancer)."

- (c) promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of the Property; and
- (d) promptly pay all appropriate registration fees.

5.2 Notices of charge or assignment

5.2.1 The Chargor shall immediately serve a notice of charge or assignment, substantially in the form set out in the relevant schedule to this Deed, on:

- (a) if requested by the Lender, any tenant of the Property;
- (b) each bank or financial institution at which the Chargor maintains any of its accounts including, on the date of this Deed, an Account;
- (c) each counterparty to an Assigned Contract;

(d) each of its Insurers.

5.2.2 The Chargor shall use reasonable endeavours to ensure that each person on whom notice is served under Clause 5.2.1 acknowledges receipt of that notice, substantially in the form set out in the relevant schedule to this Deed.

6 FURTHER ASSURANCE

The Chargor shall execute and do at its own cost and in such form as is reasonably required by the Lender all such documents as the Lender may reasonably specify to perfect or protect the security created by this Deed, to grant the Lender equivalent security in any relevant jurisdiction to that intended by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

7 RESTRICTIONS ON DEALING

7.1 Security Interest

The Chargor shall not create or permit to subsist any Security Interest over any Charged Asset.

7.2 Disposals

The Chargor shall not dispose of any Charged Asset except as otherwise permitted by the Finance Documents.

8 INTELLECTUAL PROPERTY

8.1 Representations

The Chargor represents to the Lender that:

- (a) it is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all Intellectual Property which is material to its business and which is required by it in order to carry on its business as it is being conducted; and
- (b) it has taken all formal or procedural actions (including payment of fees) required to maintain any Intellectual Property owned by it.

8.2 Preservation

8.2.1 The Chargor shall:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
- (b) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which

may materially and adversely affect the existence or value of its Intellectual Property or imperil its right to use such property; and

(e) not discontinue the use of its Intellectual Property.

8.2.2 The Chargor shall promptly, if requested to do so by the Lender, sign or procure the signature of, and comply with all instructions of the Lender in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

9 REPRESENTATIONS

The Chargor represents and warrants to the Lender that:

(a) this Deed:

(i) creates (or, once entered into, will create) in favour of the Lender, the Security Interests which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;

(ii) is not subject to any prior or pari passu ranking Security Interest; and

(iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and

(b) it is the absolute legal and beneficial owner of all the assets over which it purports to create any Security Interest pursuant to this Deed.

10 ENFORCEMENT

10.1 Enforcement

10.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

10.1.2 The enforcement powers of the Lender in connection with this Deed shall be immediately exercisable upon:

(a) notice being served under clause 19.2 (*Acceleration*) of the Facility Agreement; or

(b) at the Lender's discretion, at the request of the Chargor.

10.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

10.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Lender or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Liabilities are outstanding and have become due.

10.2 Lender's and Receiver's powers and rights

10.2.1 The Lender shall have the power:

- (a) to the extent permitted by applicable law, to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 10.3 (*Right of appropriation*); and
- (c) if this Deed contains a qualifying floating charge for the purposes of the Insolvency Act 1986, to appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

10.2.2 The Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Lender and/or any Receiver is an administrative receiver; and
- (b) the powers and rights in schedule 3 (Lender's and Receiver's powers),

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

10.3 **Right of appropriation**

10.3.1 To the extent that any of the Charged Assets constitutes "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Lender shall have the right to appropriate all or any part of it in or towards discharge of the Liabilities and transfer title in and to it to the Lender. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of the Shares, the market price determined by the Lender by reference to a public index or by such other process as the Lender may select (acting reasonably).

10.3.2 In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.4 **Receiver as agent**

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Lender shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

10.5 Further powers

If the Chargor defaults in the observance and performance of any obligation to the Lender, the Lender or its agents (without any of them becoming a mortgagee in possession) may at any time do such things as it considers necessary to remedy the default.

10.6 Power of attorney

10.6.1 The Chargor by way of security irrevocably appoints the Lender and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Lender and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.

10.6.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the lawful exercise or purported exercise of all or any of its powers.

11 APPLICATION OF RECEIPTS

11.1 Priority of payment

Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Lender and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) firstly, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise); and
- (b) secondly, (in so far as not contemplated by Clause 11.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of or due to the Lender.

11.2 Crediting to suspense account

The Lender or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Lender or that Receiver thinks fit.

12 NOTICES

The provisions as to notices in the Facility Agreement will apply to this Deed as if set out in full here.

13 DISCHARGE

13.1 If the Lender is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Lender will, at the request and cost of the Chargor, discharge this Deed.

13.2 No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

14 ASSIGNMENT AND TRANSFER

14.1 Assignment by the Chargor

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

14.2 Assignment by the Lender

The Lender may at any time transfer, assign or novate all or any part of its rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

15 GENERAL

15.1 Trust provisions

The covenants, undertakings and representations made by the Chargor under this Deed are made in favour of the Lender.

15.2 Partial invalidity

If any provision of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions will not in any way be affected or impaired.

15.3 Immediate recourse

It shall not be necessary for the Lender before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person.

15.4 Exercise of powers and liability

15.4.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Lender of any other security at any time held by the Lender.

15.4.2 The Lender may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pay the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Lender on demand.

15.4.3 None of the provisions of this Deed shall be deemed to impose on the Lender or imply any obligation or other liability in relation to the Charged Assets.

15.5 Tacking

The Lender must perform its obligations under the Facility Agreement (including any obligation to make further advances).

15.6 New Accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest or disposed of:

- (a) the Lender may close the Chargor's then subsisting account and open a new account with the Chargor, and shall be deemed to have done so;
- (b) all payments made to the Lender after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Liabilities.

15.7 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

15.8 Enforcement expenses

The Chargor shall, within three Business Days of demand, pay to the Lender the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Lender, any Receiver or any Delegate in connection with the enforcement of or the preservation of any right under this Deed or the Security Interests created or expressed to be created in favour the Lender by this Deed and any proceedings instituted by or against the Lender as a consequence of taking or holding the Security Interests created or expressed to be created in favour the Lender by this Deed or enforcing these rights.

15.9 VAT

Clause 10.4 (VAT) of the Facility Agreement, with appropriate changes, shall apply to any amount payable under a Finance Document to any Receiver or Delegate.

15.10 Rights of third parties

- 15.10.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.10.2 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 a third party to whom an express right to enforce any of its terms has been provided.

15.11 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand.

15.12 Counterparts

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

15.13 Chargor's obligations

Neither the Security Interests created under this Deed nor the obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement with any creditor of the Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, Lender 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 Interest;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, assignation, avoidance or termination of any Finance Document or any other document or Security Interest including any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security Interest;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- (g) any insolvency or similar proceedings.

15.14 Chargor intent

Without prejudice to the generality of Clause 15.13 (*Chargor's obligations*), the Chargor expressly confirms that it intends that the Security Interests created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

15.15 Appropriations

Until the Liabilities have been irrevocably paid in full, the Lender may:

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

15.16 Deferral of Chargor's rights

15.16.1 Until the Liabilities have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor will not exercise any rights which It may have by reason of performance by It of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any person;
- (b) to claim any contribution from any other person;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Deed;
- (e) to exercise any right of set-off against any person; and/or
- (f) to claim or prove as a creditor of any person in competition with the Lender.

15.16.2 If the Chargor receives any benefit or distribution in relation to any rights referred to in Clause 15.16.1 it shall hold that benefit or distribution on trust for the Lender and shall promptly pay the same to the Lender or as the Lender may direct for application in accordance with Clause 11 (*Application of receipts*).

16 GOVERNING LAW AND ENFORCEMENT

16.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law.

16.2 Jurisdiction

16.2.1 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**").

- 16.2.2 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.
- 16.2.3 This Clause 16.2 (*Jurisdiction*) 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.

Delivered as a deed on the date of this document.

**Schedule 1
Property**

Property description	Title number
(1) the freehold land known as 40 and 41 Pall Mall, London SW1Y 5JQ.	LN241416
(2) the leasehold land known as the strip of land nine inches in width and fifty nine feet seven inches in length forming the Eastern half of the old party wall between what was formerly The Army and Navy Club House and 40 Pall Mall.	LN244264

**Schedule 2
Shares**

Intentionally left blank.

**Schedule 3
Accounts**

Account Bank	Account Name	Account Number	Sort Code	IBAN
Barclays Bank Plc	Marylebone Asset Management Ltd Client's A/C Re Pall Investments Ltd	73502090	20-92-60	GB36 BARC 2092 6073 5020 90

**Schedule 4
Lender's and Receiver's Powers**

1 CONDUCT OF BUSINESS

1.1 Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

- (a) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (b) acquire any property, chattels, plant, machinery and materials.

1.2 Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

1.3 Compromise claims

To compromise any claim relating to the Charged Assets.

1.4 Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security.

1.5 VAT

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements.

1.6 Employees

To:

- (a) enter into, adopt and/or terminate any contract of employment; and
- (b) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 DEALING WITH CHARGOR'S ASSETS

2.1 Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

2.2 Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

2.3 Receipts

To give receipts and releases for any sums received.

2.4 Carry on works

To undertake any works, demolition, building, reconstruction, Improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

2.5 Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

2.6 Insurance

To effect insurances on such terms as it thinks fit.

2.7 Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

2.8 Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

2.9 Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

3 DISPOSALS

3.1 Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (a) for immediate or deferred consideration;
- (b) in return for a single payment or instalments; and
- (c) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

3.2 Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (a) with or without any rent, review of rent, fine or premium; and
- (b) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 GENERAL

4.1 General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security and charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (a) executing, delivering and completing all or any deeds or other documents;
- (b) using the name of the Chargor in connection with any of the purposes in this Schedule 4 (*Lender's and Receiver's Powers*);
- (c) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (d) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

4.2 General

All its powers and discretions under this Deed shall be:

- (a) exercisable on such terms and conditions and otherwise as it may think fit; and
- (b) as if it were the absolute and beneficial owner.

**Schedule 5
Notice to Account Charge**

To: [Account Bank]

Address: [•]

[Date]

Dear Sirs,

[Description of relevant Account[s]] (the "Account")

We refer to:

- (A) the Account (which expression shall include all monies standing to the credit of such account now or in the future);
- (B) the debenture (the "**Debenture**") dated [•] between [•] as chargor and Deutsche Bank (Suisse) S.A. as lender (the "**Lender**").

We give you notice that pursuant to the Debenture, we have charged by way of first fixed charge in favour of the Lender all of our rights in respect of the Secured Account[s] and the debts represented by those Account[s].

We irrevocably instruct and authorise you:

- (A) to disclose to the Lender any information relating to the Account[s] requested from you by the Lender;
- (B) to comply with the terms of any written notice or instruction relating to the Secured Account[s] received by you from the Lender;
- (C) not to release any monies from the Account without the prior written consent of the Lender [upon and after notification to you of the occurrence of an Event of Default which is continuing];
- (D) to pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Lender [upon and after notification to you of the occurrence of an Event of Default which is continuing]; and
- (E) that all our rights in connection with the Secured Account are exercisable by (or with the consent of the Lender [upon and after notification to you of the occurrence of an Event of Default which is continuing]).

We acknowledge that you may comply with the instructions in this letter without any further permission from the Chargor or enquiry by you.

The Instructions in this notice may not be revoked or amended without the prior written consent of the Lender.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Account[s] as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Lender at Place des Bergues, 3, 1201, Geneva, Switzerland, marked for the attention of Francisco Rancano/Emmanuel Jaccard.

.....
For and on behalf of
Pall Investments Ltd
as Chargor

On duplicate

We acknowledge receipt of the notice of which this is a copy and confirm that we:

- (A) will accept the instructions contained in the notice and agree to comply with the notice;
- (B) have not received notice of the interest of any third party in the Account[s];
- (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account[s]; and
- (D) will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Lender.

.....

For and on behalf of
[bank]

Date:

**Schedule 6
Notice to Counterparty to Assigned Contract**

To: [Counterparty]

Address: [•]

[Date]

Dear Sirs,

[Description of relevant Assigned Contract[s]] (the "Contract")

We refer to:

- (A) the Contract; and
- (B) the debenture (the "**Debenture**") dated [•] between [•] as chargor and Deutsche Bank (Suisse) S.A. as lender (the "**Lender**").

We give you notice that pursuant to the Debenture, we have assigned to the Lender all of our present and future right, title and interest in and to the Contract.

We will remain liable under the Contract to perform all the obligations assumed by us under the Contract. None of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will be entitled to exercise all of our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Lender to the contrary. In this event, all the rights, powers and discretions under the Contract will be exercisable by, and notices must be given to, the Lender or as it directs.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Contract without the prior consent of the Lender.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Contract as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Lender at Place des Bergues, 3, 1201, Geneva, Switzerland, marked for the attention of Francisco Rancano/Emmanuel Jaccard.

.....

For and on behalf of **Pall Investments Ltd** as Chargor

On duplicate

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Contract.

.....

For and on behalf of

[The Counterparty]

Date:

**Schedule 7
Notice to Insurers**

To: [The Insurers]

Address: [•]

[Date]

Dear Sirs

[Description of relevant Policy] (the "Insurances")

We refer to:

- (A) the Insurances; and
- (B) the debenture (the "**Debenture**") dated [•] between [•] as chargor (the "**Chargor**") and Deutsche Bank (Suisse) S.A. as lender (the "**Lender**").

We give you notice that pursuant to the Debenture, we have assigned to the Lender all of our present and future right, title and interest in and to the Insurances.

- 1 All moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by the Chargor, unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender.
- 2 Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an Insured party shall be paid:
 - (a) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - (b) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the Insured party in respect of the claims or liabilities which the Insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Lender.
- 3 This authority and instruction is irrevocable without the prior written consent of the Lender.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Lender at Place des

Bergues, 3, 1201, Geneva, Switzerland, marked for the attention of Francisco Rancano/Emmanuel Jaccard.

.....
For and on behalf of
Pall Investments Ltd
as Chargor

On duplicate

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances.

.....

For and on behalf of

[The Insurer]

Date:

**Schedule 8
Notice to Tenants**

[On the letterhead of the Chargor]

To: [Tenant]

[Date]

Dear Sirs,

Re: [Property]

This letter constitutes notice to you that under a debenture dated [•] between [•] as chargor and Deutsche Bank (Suisse) S.A. as lender (the "**Lender**") we have assigned to the Lender all of our present and future right, title and interest in and to [describe lease] (the "**Lease**").

We will remain liable under the Lease to perform all the obligations assumed by us under the Lease. None of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of Lease.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Lease without the prior consent of the Lender.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender and apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the attached copy of this notice and returning that copy to the Lender at Place des Bergues, 3, 1201, Geneva, Switzerland, marked for the attention of Francisco Rancano/Emmanuel Jaccard.

Yours faithfully,

.....
For and on behalf of
Pall Investments Ltd
as Chargor

On duplicate

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Lease.

We accept the instructions contained in the notice.

We confirm that we have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the notice).

.....

For and on behalf of

[]

Date:

Execution Page

The Chargor

Executed as a deed by **PALL INVESTMENTS LTD** acting by

)
) *RAE*
)

In the presence of:

Director

Name of witness: *Robert Wilby*

Signature of witness: *[Signature]*

Address: *84 Queen Anne Street, London, W1G 8NE*

Occupation: *Solicitor*

The Lender

By)
)
for and on behalf of)
DEUTSCHE BANK (SUISSE) S.A. :

Authorised Signatory's name

Execution Page

The Chargor

Executed as a deed by **PALL**)
INVESTMENTS LTD acting by)
)

In the presence of:)
) Director

Name of witness:

Signature of witness:

Address:

Occupation:

The Lender

By)
)
for and on behalf of)
DEUTSCHE BANK (SUISSE) S.A. :)



Francisco Rancano
Vice President
Authorised Signatory's name



Sebastien Cathan
Assistant Vice-President