Companies House

MR01(ef)

Registration of a Charge

Company name: **QUESTMAP LTD**

Company number: **03496266**

Received for Electronic Filing: **13/03/2020**

X90PYVC3

Details of Charge

Date of creation: **11/03/2020**

Charge code: **0349 6266 0045**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT AND TRUSTEE**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND AT 19/21 AND 22/23 HIGH STREET, SOUTHAMPTON AS REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER HP760804**

Contains fixed charge(s).

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: **WOMBLE BOND DICKINSON (UK) LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3496266

Charge code: 0349 6266 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th March 2020 and created by QUESTMAP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2020 .

Given at Companies House, Cardiff on 16th March 2020

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

womblebonddickinson.com

WOMBLE BOND DICKINSON

Execution Version

11 MARCH 2019

Supplemental Legal Mortgage

Questmap Ltd (as Chargor) (1) and
Barclays Bank PLC (as Security Agent) (2)

Womble Bond Dickinson (UK) LLP
Tel +44(0)345 415 0000
www.womblebonddickinson.com

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THIS DEED is dated 11 MARCH 2020 ~~2019~~ and made between:

(1) **QUESTMAP LTD** a company incorporated in England and Wales with company number 03496266 of Drivers Wharf Surplus, Supplies Drivers Wharf, Northam Road, Southampton Hampshire, SO14 0PF (the **Chargor**); and

(2) **BARCLAYS BANK PLC** in its capacity as security agent and trustee for the Secured Parties (the **Security Agent**).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. INTERPRETATION

1.1 In this deed, terms defined in the Facilities Agreement shall, unless otherwise defined in the Security Agreement or this deed, have the same meaning in this deed and the following terms have the following meanings:

Facilities Agreement	the facilities agreement originally dated 30 January 2019 and made between (1) the Company as Borrower, (2) the companies listed in Schedule 1 as Guarantors, (3) Barclays Bank PLC as Arranger, (4) various financial Institutions listed in Part III of Schedule 1 thereof as Original Lenders, (5) Barclays Bank PLC as Agent and (6) the Security Agent as the same may be varied, amended, modified, supplemented, restated or replaced however fundamentally and whether or not the facilities provided thereunder are altered or increased.
Mortgaged Property	means: (a) the property specified in the Schedule (Details of Mortgaged Property); and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights.
Related Rights	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, benefits, claims, contracts, warranties, remedies security, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset.
Security Agreement	the Security Agreement dated 30 January 2019 between the Security Agent and the Chargor.

1.2 This deed is supplemental to the Security Agreement. Clauses 1.2 (*Construction*), 3.9 (*Full title guarantee and implied covenants*), 4.1.3 and 4.1.4 (*Further assurance: general*), 4.3 (*Exempt information document*), 4.4 (*Delivery of deed to Land Registry*), 8 (*Enforceability*), 9 (*Enforcement of Security*), 11 (*Application of Proceeds*), 13 (*Protection of Security Agent*), 14 (*Power of Attorney*), 15 (*Application, Variation and Extension of Statutory Powers*), 16 (*Protection of Security*), 18 (*Assignment and Transfer*) and 19 (*Governing law and jurisdiction*) and Schedule 10 (*Receiver's specific powers*) of the Security Agreement are incorporated into this deed, as if references in those clauses to 'this deed' were references to this deed and as if all references in those clauses to Secured Assets were references to the assets of the relevant Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to this deed.

1.3 The Chargor and the Security Agent agree and acknowledge this deed is a:

1.3.1 Supplemental Mortgage; and

1.3.2 Finance Document.

2. CHARGING CLAUSE

2.1 Grant of Security

The Chargor hereby charges with full title guarantee in favour of the Security Agent as security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, all the Chargor's right, title and interest from time to time in the Mortgaged Property.

2.2 Assignment by way of security

As further continuing security for the payment of the Secured Obligations the Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all its rights, title and interest in the following assets:

2.2.1 the Insurances and the benefit of all Insurance Proceeds; and

2.2.2 all present and future Rental Income.

2.3 Notice of assignment or charge

The Chargor shall immediately following the date of this Deed and at any time upon receiving a request to that effect from the Security Agent give notice of each such assignment of and/or charge over its right, title and interest (if any) in and to:

2.3.1 the Insurances and Insurance Proceeds, by sending a notice in the form of Part 1 of Schedule 2 *(Form of notice to insurer)* (with such amendments as the Security Agent may agree) duly completed to each of the other parties to the Insurances; and

2.3.2 (where reasonably required to perfect or protect its security), the Rental Income by sending a notice in the form of Part 2 of Schedule 2 *(Form of notice to Tenants)* (with such amendments as the Security Agent may agree) to each tenant of the Properties,

and each Chargor shall use reasonable endeavours to procure that within 14 days of the date of giving each such notice each such other party delivers an acknowledgement to the Security Agent in the form of the acknowledgement of notice contained in the relevant notice, in each case with such amendments as the Security Agent may agree. Nothing in this Clause 2.3 shall prevent the Security Agent from giving any notice it considers necessary or desirable in relation to the Security created over any Secured Asset.

3. IMPLIED COVENANTS FOR TITLE

3.1 The covenants set out in Section 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) act 1994 will not extend to Clause 2 (*Fixed Security*).

3.2 It shall be implied in respect of Clause 2 (*Charging Clause*) that the Chargor is disposing of the Mortgaged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE CHIEF LAND REGISTRAR

4.1 The Chargor is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Mortgaged Property) of:

4.1.1 on The Land Registry form RX1, a restriction in the following terms:

"*No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this deed] in favour of Barclays Bank PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer*"; and

4.1.2 where applicable upon receipt of The Land Registry form CH2 duly completed by the Security Agent, notice of an obligation to make further advances

5. FURTHER ADVANCES

The Security Agent as security agent for the Beneficiaries confirms that the Beneficiaries must perform their respective obligations to the extent arising under the Finance Documents to make further advances. The security constituted by this deed has been made for securing such further advances.

6. RELEASE OF SECURITY

Upon the Secured Obligation being discharge in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, an Obligor or any other person under any agreement between the Beneficiaries and the Chargor, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to the Mortgage, in each case subject to Clause 16.7 (*Avoidance of settlements and other matters*) of the Security Agreement and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

7. THIRD PARTY RIGHTS

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

8. APPLICABLE LAW

English law is applicable to this deed and all matters including non-contractual obligations arising out of or in connection with it.

9. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Any party may enter into this deed by signing any such counterpart.

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

SCHEDULE 1

Details of Property

	Registered Proprietor	Land Registry Description	Freehold/ Leasehold	Title Reference
1.	Questmap Ltd	Land at 19/21 and 22/23 High Street, Southampton	Freehold	HP760804

SCHEDULE 2

Part 1

Form of notice to insurer

To: [*name and address of insurer*]

Dated: [*date*]

Dear Sirs

Re: The policies of insurance referred to in the Schedule below (the Policies)

We, *[Chargor]* (the **Chargor**), hereby give you notice that, by a supplemental legal mortgage dated *[date]* (the **Security Agreement**) and made by the Chargor in favour of Barclays Bank PLC (the **Security Agent**) (as trustee and security agent for itself and certain other banks and financial institutions referred to in the Security Agreement as the "**Beneficiaries**"), the Chargor has assigned to the Security Agent, as first priority assignee all of the respective Policies taken out by the Chargor or on its behalf with you as are assignable or as are capable of being assigned by law, and all their right, title and interest under and in respect of the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Policies and all interest on any of the foregoing) as security for certain obligations now or hereafter owed by the Chargor to the Security Agent and the other Beneficiaries.

We hereby irrevocably and unconditionally authorise you to:

1. name the Security Agent as composite under each of the Policies (other than public liability and third party insurances) but without liability on the part of the Security Agent for any premium in relation to the Policies;

2. disclose to the Security Agent without any reference to or further authority from the Chargor (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Security Agent may at any time request;

3. pay any sums from time to time due and payable by you under the Policies in accordance with any written instructions given to you by the Security Agent from time to time;

4. comply with the terms of any notice or instructions relating to the Policies which you receive from the Security Agent (without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for or validity of such notice or instruction); and

5. send copies of all notices issued under the Policies to the Security Agent as well as the Chargor;

This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of acknowledgement of this notice and confirmation that you agree:

1. to the terms set out in this notice and to act in accordance with its provisions;

2. not to cancel or decline renewal of any of the Policies without giving the Security Agent 30 days' prior written notice; and

3. not to cancel the Policies, nor allow the Policies to lapse, at the request of the Chargor, without first obtaining the consent of the Security Agent.

The provisions of this notice are governed by English law.

For and on behalf of: *[Chargor]*

By:

SCHEDULE

The Policies

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy
1	[number]				
2	[number]				
3	[number]				
4	[number]				
5	[number]				

*To be completed by the Chargor and approved by the Security Agent and to include all relevant policies with the named insurer

[to be endorsed on copy notice]

To: [***name and address of Security Agent***] as agent and trustee for the Beneficiaries (as referred to in a security agreement dated [***date***] granted to you by the Chargor)

Copy to: [***name and address of Chargor***]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A to C (inclusive) above.

Signed

for and on behalf of *[name of insurer]*

Dated: *[date]*

Part 2

Form of notice to Tenants

To: [*name and address of tenant*]

[*Date*]

Dear Sirs

We refer to a lease dated [●] (the **Lease**) between us and you in respect of [***insert property details***] (the **Demised Property**).

We give you notice by a supplemental legal mortgage dated [●] entered into between us and Barclays Bank PLC (the **Security Agent**), we have assigned to the Security Agent all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts:

1. rent, license fees and equivalent amounts paid or payable;

2. any sum received or receivable from any deposit held as security for performance of your obligations;

3. a sum equal to any apportionment of rent allowed our favor;

4. any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on license or otherwise;

5. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;

6. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;

7. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;

8. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT; and

9. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together the **Rental Income**).

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account (Account No. 63745643, Sort Code: 20-79-41) under reference [●] (the **Rent Account**) or to such other account and/or bank as may from time to time be notified to you by the Security Agent all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Agent in connection with the Rental Income

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Agent at [●].

Yours faithfully

[●]

Acknowledgement

To: [ ]

[***Date***]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the **Chargor**). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Security Agent may from time to time notify to us;

2. we have not, as at the date of this letter, 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 against the Rental Income.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and Wales [and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England and Wales for your exclusive benefit].

Yours faithfully,

EXECUTION PAGE

THE CHARGOR

Questmap Ltd

Executed as a deed by **Questmap Ltd** acting by, P C Harding a director, in the presence of:

.....
Director

[redacted]

Signature (Witness) ..[redacted]

Print Name ..... JOSEPH ALEXANDER CAMPBELL

Address ..... Burlington House, Botleigh Grange Business Park, Hedge, Southampton, SO30 2AF

Occupation ..... Solicitor

Notice Details:

Address: Drivers Wharf, Northam Road, Southampton, United Kingdom, SO14 0PF

Fax: n/a

Attention: Peter Harding

THE SECURITY AGENT

Executed as a deed by **Barclays Bank PLC** acting by,_____ in the presence of:

.....
Authorised Signatory

Signature (Witness) .....

Print Name .....

Address .....

.....

Occupation .....

Notice Details:

Address: Barclays, Level 12, 1 Churchill Place London E14 5HP

Fax No: 02075167671

Attention: Head of Real Estate Asset Management

WOMBLE BOND DICKINSON

Execution Version

11 MARCH 2019

Supplemental Legal Mortgage

Questmap Ltd (as Chargor) (1) and
Barclays Bank PLC (as Security Agent) (2)

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THIS DEED is dated 11 MARCH 2020 ~~2019~~ and made between:

(1) **QUESTMAP LTD** a company incorporated in England and Wales with company number 03496266 of Drivers Wharf Surplus, Supplies Drivers Wharf, Northam Road, Southampton Hampshire, SO14 0PF (the **Chargor**); and

(2) **BARCLAYS BANK PLC** in its capacity as security agent and trustee for the Secured Parties (the **Security Agent**).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. INTERPRETATION

1.1 In this deed, terms defined in the Facilities Agreement shall, unless otherwise defined in the Security Agreement or this deed, have the same meaning in this deed and the following terms have the following meanings:

Facilities Agreement	the facilities agreement originally dated 30 January 2019 and made between (1) the Company as Borrower, (2) the companies listed in Schedule 1 as Guarantors, (3) Barclays Bank PLC as Arranger, (4) various financial Institutions listed in Part III of Schedule 1 thereof as Original Lenders, (5) Barclays Bank PLC as Agent and (6) the Security Agent as the same may be varied, amended, modified, supplemented, restated or replaced however fundamentally and whether or not the facilities provided thereunder are altered or increased.
Mortgaged Property	means: (a) the property specified in the Schedule (Details of Mortgaged Property); and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights.
Related Rights	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, benefits, claims, contracts, warranties, remedies security, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset.
Security Agreement	the Security Agreement dated 30 January 2019 between the Security Agent and the Chargor.

1.2 This deed is supplemental to the Security Agreement. Clauses 1.2 (*Construction*), 3.9 (*Full title guarantee and implied covenants*), 4.1.3 and 4.1.4 (*Further assurance: general*), 4.3 (*Exempt information document*), 4.4 (*Delivery of deed to Land Registry*), 8 (*Enforceability*), 9 (*Enforcement of Security*), 11 (*Application of Proceeds*), 13 (*Protection of Security Agent*), 14 (*Power of Attorney*), 15 (*Application, Variation and Extension of Statutory Powers*), 16 (*Protection of Security*), 18 (*Assignment and Transfer*) and 19 (*Governing law and jurisdiction*) and Schedule 10 (*Receiver's specific powers*) of the Security Agreement are incorporated into this deed, as if references in those clauses to 'this deed' were references to this deed and as if all references in those clauses to Secured Assets were references to the assets of the relevant Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to this deed.

1.3 The Chargor and the Security Agent agree and acknowledge this deed is a:

1.3.1 Supplemental Mortgage; and

1.3.2 Finance Document.

2. CHARGING CLAUSE

2.1 Grant of Security

The Chargor hereby charges with full title guarantee in favour of the Security Agent as security for the payment and discharge of the Secured Obligations, by way of first legal mortgage, all the Chargor's right, title and interest from time to time in the Mortgaged Property.

2.2 Assignment by way of security

As further continuing security for the payment of the Secured Obligations the Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all its rights, title and interest in the following assets:

2.2.1 the Insurances and the benefit of all Insurance Proceeds; and

2.2.2 all present and future Rental Income.

2.3 Notice of assignment or charge

The Chargor shall immediately following the date of this Deed and at any time upon receiving a request to that effect from the Security Agent give notice of each such assignment of and/or charge over its right, title and interest (if any) in and to:

2.3.1 the Insurances and Insurance Proceeds, by sending a notice in the form of Part 1 of Schedule 2 *(Form of notice to insurer)* (with such amendments as the Security Agent may agree) duly completed to each of the other parties to the Insurances; and

2.3.2 (where reasonably required to perfect or protect its security), the Rental Income by sending a notice in the form of Part 2 of Schedule 2 *(Form of notice to Tenants)* (with such amendments as the Security Agent may agree) to each tenant of the Properties,

and each Chargor shall use reasonable endeavours to procure that within 14 days of the date of giving each such notice each such other party delivers an acknowledgement to the Security Agent in the form of the acknowledgement of notice contained in the relevant notice, in each case with such amendments as the Security Agent may agree. Nothing in this Clause 2.3 shall prevent the Security Agent from giving any notice it considers necessary or desirable in relation to the Security created over any Secured Asset.

3. IMPLIED COVENANTS FOR TITLE

3.1 The covenants set out in Section 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) act 1994 will not extend to Clause 2 (*Fixed Security*).

3.2 It shall be implied in respect of Clause 2 (*Charging Clause*) that the Chargor is disposing of the Mortgaged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. APPLICATION TO THE CHIEF LAND REGISTRAR

4.1 The Chargor is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Mortgaged Property) of:

4.1.1 on The Land Registry form RX1, a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this deed] in favour of Barclays Bank PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer"; and

4.1.2 where applicable upon receipt of The Land Registry form CH2 duly completed by the Security Agent, notice of an obligation to make further advances

5. FURTHER ADVANCES

The Security Agent as security agent for the Beneficiaries confirms that the Beneficiaries must perform their respective obligations to the extent arising under the Finance Documents to make further advances. The security constituted by this deed has been made for securing such further advances.

6. RELEASE OF SECURITY

Upon the Secured Obligation being discharge in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, an Obligor or any other person under any agreement between the Beneficiaries and the Chargor, the Security Agent shall, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to the Mortgage, in each case subject to Clause 16.7 (*Avoidance of settlements and other matters*) of the Security Agreement and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

7. THIRD PARTY RIGHTS

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

8. APPLICABLE LAW

English law is applicable to this deed and all matters including non-contractual obligations arising out of or in connection with it.

9. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Any party may enter into this deed by signing any such counterpart.

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

SCHEDULE 1

Details of Property

	Registered Proprietor	Land Registry Description	Freehold/ Leasehold	Title Reference
1.	Questmap Ltd	Land at 19/21 and 22/23 High Street, Southampton	Freehold	HP760804

SCHEDULE 2

Part 1

Form of notice to insurer

To: [*name and address of insurer*]

Dated: [*date*]

Dear Sirs

Re: The policies of insurance referred to in the Schedule below (the Policies)

We, *[Chargor]* (the **Chargor**), hereby give you notice that, by a supplemental legal mortgage dated *[date]* (the **Security Agreement**) and made by the Chargor in favour of Barclays Bank PLC (the **Security Agent**) (as trustee and security agent for itself and certain other banks and financial institutions referred to in the Security Agreement as the "**Beneficiaries**"), the Chargor has assigned to the Security Agent, as first priority assignee all of the respective Policies taken out by the Chargor or on its behalf with you as are assignable or as are capable of being assigned by law, and all their right, title and interest under and in respect of the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Policies and all interest on any of the foregoing) as security for certain obligations now or hereafter owed by the Chargor to the Security Agent and the other Beneficiaries.

We hereby irrevocably and unconditionally authorise you to:

1. name the Security Agent as composite under each of the Policies (other than public liability and third party insurances) but without liability on the part of the Security Agent for any premium in relation to the Policies;

2. disclose to the Security Agent without any reference to or further authority from the Chargor (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Security Agent may at any time request;

3. pay any sums from time to time due and payable by you under the Policies in accordance with any written instructions given to you by the Security Agent from time to time;

4. comply with the terms of any notice or instructions relating to the Policies which you receive from the Security Agent (without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for or validity of such notice or instruction); and

5. send copies of all notices issued under the Policies to the Security Agent as well as the Chargor;

This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) by way of acknowledgement of this notice and confirmation that you agree:

1. to the terms set out in this notice and to act in accordance with its provisions;

2. not to cancel or decline renewal of any of the Policies without giving the Security Agent 30 days' prior written notice; and

3. not to cancel the Policies, nor allow the Policies to lapse, at the request of the Chargor, without first obtaining the consent of the Security Agent.

The provisions of this notice are governed by English law.

For and on behalf of: *[Chargor]*

By:

SCHEDULE

The Policies

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy
1	[number]				
2	[number]				
3	[number]				
4	[number]				
5	[number]				

*To be completed by the Chargor and approved by the Security Agent and to include all relevant policies with the named insurer

[to be endorsed on copy notice]

To: [***name and address of Security Agent***] as agent and trustee for the Beneficiaries (as referred to in a security agreement dated [***date***] granted to you by the Chargor)

Copy to: [***name and address of Chargor***]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A to C (inclusive) above.

Signed

for and on behalf of *[name of insurer]*

Dated: *[date]*

Part 2

Form of notice to Tenants

To: [*name and address of tenant*]

[*Date*]

Dear Sirs

We refer to a lease dated [●] (the **Lease**) between us and you in respect of [*insert property details*] (the **Demised Property**).

We give you notice by a supplemental legal mortgage dated [●] entered into between us and Barclays Bank PLC (the **Security Agent**), we have assigned to the Security Agent all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts:

1. rent, license fees and equivalent amounts paid or payable;

2. any sum received or receivable from any deposit held as security for performance of your obligations;

3. a sum equal to any apportionment of rent allowed our favor;

4. any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on license or otherwise;

5. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;

6. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;

7. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;

8. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT; and

9. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together the **Rental Income**).

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account (Account No. 63745643, Sort Code: 20-79-41) under reference [●] (the **Rent Account**) or to such other account and/or bank as may from time to time be notified to you by the Security Agent all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Security Agent in connection with the Rental Income

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Security Agent at [●].

Yours faithfully

[●]

Acknowledgement

To: [ ]

[***Date***]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the **Chargor**). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Security Agent may from time to time notify to us;

2. we have not, as at the date of this letter, 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 against the Rental Income.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and Wales [and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England and Wales for your exclusive benefit].

Yours faithfully,

EXECUTION PAGE

THE CHARGOR

Questmap Ltd

Executed as a deed by **Questmap Ltd** acting by,

_____ .....
Director

a director, in the presence of:

Signature (Witness) .....

Print Name .....

Address .....

.....

Occupation .....

Notice Details:

Address: Drivers Wharf, Northam Road, Southampton, United Kingdom, SO14 0PF

Fax: n/a

Attention: Peter Harding

THE SECURITY AGENT

Executed as a deed by **Barclays Bank PLC** acting by, TREVOR LACEY in the presence of:

[redacted] .....
Authorised Signatory

Signature (Witness) [redacted]

Print Name SOPHIE USHER

Address TITUS HOUSE, OCEAN WAY,
SOUTHAMPTON, SO14 2ZP

Occupation BANK EMPLOYEE

Notice Details:

Address: Barclays, Level 12, 1 Churchill Place London E14 5HP

Fax No: 02075167671

Attention: Head of Real Estate Asset Management