

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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

This form **must be delivered to the Registrar for registration with
21 days** beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

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



L21JU0J7
LD5 08/10/2013 #95
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 6 9 3 4 0 1 ✓
Company name in full ST IVES DIRECT BRADFORD LIMITED ✓

1 2 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d7 m0 m9 y2 y0 y1 y3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ST IVES DIRECT LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

1 St Ives Direct Bradford Limited's right, title and interest in (a) any freehold, leasehold or immovable property, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

2 Any of St Ives Direct Bradford Limited's 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 on 27 September 2013 or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets of St Ives Direct Bradford Limited (which may on 27 September 2013 or in the future subsist)

5

Fixed charge or fixed security

✓ Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

✓ Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Benjamin Leighton Paine LLP* X

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

MR01**Particulars of a charge****Presenter information**

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

Contact name DREE/CPAR/29224 00020

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 693401

Charge code: 0069 3401 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2013 and created by ST IVES DIRECT BRADFORD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2013.

DK

Given at Companies House, Cardiff on 10th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 27/09/2013

ST IVES DIRECT BRADFORD LIMITED
as Chargor

ST IVES DIRECT LIMITED
as Lender

Debenture

WE HEREBY CERTIFY THAT,
SAVE FOR MATERIAL REVISIONS
PURSUANT TO S.8594 OF THE
COMPANIES ACT 2006, THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

Jemma Leighton Paisner LLP
7/10/13



Berwin Leighton Paisner LLP
Adelaide House London Bridge London EC4R 9HA
Tel +44 (0)20 3400 1000 Fax +44 (0)20 3400 1111

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DATED 27 September 2013

PARTIES

- (1) **ST IVES DIRECT BRADFORD LIMITED**, a company registered in England and Wales with registration number 0693401 whose registered office is at One Tudor Street, London, EC4Y 0AH (the "**Chargor**")
- (2) **ST IVES DIRECT LIMITED** a company registered in England and Wales with registration number 2451966 whose registered office is at One Tudor Street, London, EC4Y 0AH (the "**Lender**")

BACKGROUND

- (A) The Lender (in its capacity as seller) has entered into a share purchase agreement dated on or around the date of this Debenture with Cogent B2B Limited (in its capacity as buyer)(the "**Buyer**") in relation to the shares in the Chargor (the "**SPA**").
- (B) Pursuant to the SPA, the Buyer has covenanted that it will pay the Deferred Consideration (as defined in the SPA) to the Lender.
- (C) The Chargor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Obligations, including payment of such Deferred Consideration.

THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"Account" means any account opened or maintained at any time by the Chargor with any bank or financial institution or equivalent (and any replacement account or subdivision or subaccount of that account and any renewal or redesignation of that account), the debt or debts represented by it and all Related Rights

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

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender under this Debenture.

"Collateral Rights" means all rights, powers and remedies of the Lender provided under this Debenture or by law.

"Enforcement Event" means a breach of the Buyer's obligations to pay the Deferred Consideration in accordance with the terms of the SPA.

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers, office equipment and other chattels owned by the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights



10

"Insurance Policy" means any policy of insurance (and any full or partial renewal and/or replacement thereof including any policy of insurance in relation to comparable risks) in which the Chargor may from time to time have an interest and all Related Rights

"Intellectual Property" means, in respect of the Chargor,.

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

the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist)

"LPA" means the Law of Property Act 1925

"LRA" means the Land Registration Act 2002

"Miscellaneous Provisions Act" means the Law of Property (Miscellaneous Provisions) Act 1994

"Party" means a party to this Debenture

"Real Property" means the Chargor's right, title and interest in

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements

"Related Rights" means, in relation to any 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, and
 - (d) any moneys and proceeds paid or payable in respect of that asset,
- (including all rights against any trustee, nominee, fiduciary or clearing system)

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

"Secured Obligations" means all obligations at any time due, owing or incurred by the Buyer and the Chargor to the Lender under this Debenture and the SPA,

whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) together with all costs, charges and expenses, on a full indemnity basis incurred by the Lender in the protection, preservation and enforcement of its rights in relation thereto

"Security Period" means the period starting on the date of this Debenture and ending on the date when the Lender is satisfied that

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Chargor has no liability, actual or contingent, to the Lender under the SPA

"Shares" means any shares held by the Chargor in any other entity together with all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

"Specific Contract" means any contract designated as such by the Lender after the date of this Debenture and all Related Rights

1 2 **Construction**

1 2 1 Unless a contrary intention appears, in this Debenture

- (a) the rules of interpretation contained in Clause 1.3 of the SPA shall apply to the interpretation of this Debenture in so far as they are relevant to it,
- (b) any reference to the **"Chargor"**, the **"Lender"**, the **"Buyer"** or a **"Receiver"** shall be construed so as to include its (and any subsequent) successors in title, permitted assigns and permitted transferees, and
- (c) any reference to **"this Debenture"** and/or **"the SPA"** is a reference to such document as amended, novated, supplemented, extended, restated or replaced from time to time

1 3 **Third party rights**

1 3 1 Any person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture

1 3 2 Notwithstanding any term of the SPA and this Debenture, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all of any of their respective rights or obligations under and in accordance with this Debenture without the consent of any person who is not a Party

1.4 **Effect as a deed**

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

1.5 **Disposition of property**

The terms of the SPA and of any side letters between any parties in relation to the SPA are incorporated into this Debenture to the extent required for any purported

disposition of the Real Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT TO PAY

The Chargor covenants with the Lender that it shall on demand pay and discharge the Secured Obligations when due (provided that neither this covenant nor the Security constituted by this Debenture shall extend to or include any liability or sum which would, but for this provision, cause this covenant or Security to be unlawful or prohibited by any applicable law)

3 NATURE OF SECURITY

The Security created under this Debenture is created.

- (a) in favour of the Lender,
- (b) as a continuing security to secure the payment and discharge of the Secured Obligations; and
- (c) with full title guarantee in accordance with the Miscellaneous Provisions Act

4 MORTGAGES AND CHARGES

4.1 Real Property

The Chargor charges

- (a) by way of first legal mortgage all Real Property described in Schedule 1 (*Details of Real Property*), and
- (b) by way of first fixed charge, except to the extent mortgaged under Clause 4.1(a), all other Real Property which it has at the date of this Debenture or may subsequently acquire

4.2 Shares

The Chargor charges by way of fixed charge all Shares, including those held for it by any nominee, trustee, fiduciary or clearing system

4.3 Equipment

The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4.1 (*Real Property*).

4.4 Accounts

The Chargor charges by way of first fixed charge all of its rights, title and interest from time in and to the Accounts

4.5 Intellectual Property

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

4 6 **Goodwill**

The Chargor charges by way of first fixed charge its goodwill

4 7 **Uncalled capital**

The Chargor charges by way of first fixed charge all rights in relation to its uncalled capital.

4 8 **Authorisations**

To the extent permitted by law and the terms of the relevant Authorisation, the Chargor charges by way of first fixed charge the benefit of all Authorisations held in relation to any Charged Property.

5 **ASSIGNMENTS**

5 1 **Insurances**

The Chargor assigns absolutely all its rights and interests under all Insurance Policies

5.2 **Accounts**

The Chargor assigns absolutely all rights and interests under the Accounts

5 3 **Specific Contracts**

5 3 1 The Chargor assigns absolutely all its rights and interests under the Specific Contracts

5 3 2 To the extent that any right or interest described in Clause 5 3 1 above is not assignable or capable of assignment, the assignment of that right purported to be effected by Clause 5 3 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

5 3 3 To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under Clauses 5 3 1 and 5 3 2 above, the Chargor charges by way of first fixed charge all of its rights and each agreement and document to which it is a party

5 3 4 Any contract designated as a Specific Contract after the date of this Debenture will only become a Specific Contract once any third party consents necessary for the operation of Clauses 5 3 1 to 5 3 3 (inclusive) are obtained (if any) The Chargor undertakes to use all reasonable endeavours to promptly obtain any consents required under this Clause in order for a contract to become a Specific Contract if requested by the Lender

6 **FLOATING CHARGE**

6 1 The Chargor charges by way of first floating charge all its present and future business, assets and undertaking which are not effectively mortgaged, assigned or charged by way of fixed charge under this Debenture

6 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture and the Lender may appoint an administrator of the Chargor under that paragraph

7 **TRUST**

If, or to the extent that, the mortgaging, assignment or charging of any Charged Property is prohibited for any reason, the Chargor shall hold it on trust for the Lender

8 **CRYSTALLISATION OF FLOATING CHARGE**

8 1 **Crystallisation by notice**

The Lender may at any time by notice in writing to the Chargor convert the floating charge created by Clause 6 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Property specified in the notice if

- (a) an Enforcement Event has occurred;
- (b) the Lender considers that any of the Charged Property may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process, or
- (c) the Lender (acting reasonably and in good faith) considers that it is necessary to do so in order to protect the priority of the Security intended to be conferred by this Debenture

8 2 **Automatic crystallisation**

Notwithstanding Clause 8 1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 6 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if

- (a) the Chargor creates or attempts to create any Security (other than any Security in respect of which the Lender has given its prior written consent) over any Charged Property;
- (b) any person seizes, attaches, charges, takes possession of or sells any Charged Property under any form of distress, sequestration, execution or other process, or attempts to do so,
- (c) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,
- (d) any other floating charge over any of the Charged Property crystallises, or
- (e) in any other circumstances prescribed by law

8 3 **Limitation**

Clause 8 1 (*Crystallisation by notice*) and Clause 8 2 (*Automatic crystallisation*) shall not apply by reason only of a moratorium being obtained, or anything being

done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

9 REPRESENTATIONS AND WARRANTIES

The Chargor makes the following representations and warranties to the Lender on each day during the Security Period.

- (a) it has not sold or disposed of, or created, granted or permitted to subsist any Security over, all or any of its right, title and interest in the Charged Property other than Security in respect of which the Lender has given its prior written consent,
- (b) each Specific Contract is in full force and effect and enforceable in accordance with its terms and it is not in breach of any term or condition of any Specific Contract, and
- (c) the constitutional documents of the companies in respect of which the Shares are issued do not and could not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) the transfer of the Shares in relation to the enforcement of the Security created under this Debenture

10 UNDERTAKINGS

10 1 Notices

10 1 1 If requested by the Lender, the Chargor shall promptly deliver executed notices of assignment to the relevant third party

- (a) in the form set out in Part 1 of Schedule 2 (*Notice and acknowledgement of assignment - Accounts*) in respect of those Accounts existing at that date and promptly on opening any other Account after that date,
- (b) in the form set out in Part 1 of Schedule 3 (*Notice and acknowledgement of assignment - Insurance Policies*) in respect of those Insurance Policies existing at that date and promptly on gaining an interest in an Insurance Policy after that date, and
- (c) in the form set out in Part 1 of Schedule 4 (*Notice and acknowledgement of assignment - Specific Contracts*) in respect of those Specific Contracts existing at that date and promptly on entering into a Specific Contract after that date

10 1 2 In each case the Chargor shall use all reasonable endeavours to procure that the party to whom the notice is addressed completes and returns to the Lender an acknowledgement in the form of Part 2 of the relevant Schedule

10 2 Negative pledge

The Chargor shall not, at any time during the Security Period, create or permit to subsist any Security over any Charged Property other than Security in respect of which the Lender has given its prior written consent.

10 3 All Charged Property

10 3 1 The Chargor shall

- (a) promptly notify the Lender of (i) any action started by a third party to seize, attach, take possession of or create Security over any of its assets, (ii) of any circumstances which may give rise to a claim on or under the Charged Property, and (iii) of anything which could have a material adverse effect on the rights and interests of the Chargor to and in any of the Charged Property,
 - (b) promptly defend all claims brought in relation to the Charged Property and do whatever the Lender reasonably requires in relation to anything which could have a material adverse effect on the Chargor's rights and interests in the Charged Property; and
 - (c) promptly provide the Lender with any information which it requests regarding the Chargor's business, the Charged Property and its compliance with this Debenture
- 10 3 2 The Chargor shall permit the Lender, its representatives, professional advisers and contractors free access at all reasonable times and on reasonable notice to inspect and take copies of, and extracts from, the books, accounts and records of the Chargor and to view the Charged Property (without becoming liable as mortgagee in possession)
- 10 3 3 The Chargor shall punctually pay all rent, rent charges, rates, taxes, fees, charges, duties, levies, assessments, impositions, calls and outgoings whatsoever in respect of the Charged Property
- 10 3 4 The Chargor shall promptly obtain and maintain any Authorisations (in form and content reasonably satisfactory to the Lender) necessary or desirable to enable the assets of the Chargor to be subject to the Security intended to be created by this Debenture and, immediately on obtaining the Authorisation, the asset concerned shall, to the extent permitted by law and the terms of that Authorisation, become subject to that Security and the Chargor shall promptly deliver a copy of each Authorisation to the Lender
- 10 3 5 The Chargor shall not, at any point during the Security Period, do or permit to be done any act or thing which might jeopardise the rights of the Lender in the Charged Property or which might materially adversely affect or materially diminish the value of the Charged Property
- 10 3 6 The Chargor shall, on the reasonable request by the Lender in writing, promptly deliver to the Lender evidence that the Chargor has complied with the provisions of this Clause 10
- 10 4 **Real Property**
- 10 4 1 The Chargor shall
- (a) comply with all planning legislation, regulations and bye-laws which apply to the Real Property, with any orders made by a public body in respect of all or any part of the Real Property and with any conditions attaching to planning permissions affecting the Real Property,
 - (b) punctually perform all obligations assumed by it in respect the Real Property, and

- (c) within five Business Days of receipt provide a copy of every material communication relating to the Real Property to the Lender and promptly comply with the Lender's reasonable instructions in relation to it
- 10 4 2 The Chargor shall take all steps necessary or desirable to protect its rights under any lease to which the Charged Property is at any time subject
- 10 4 3 The Chargor shall immediately notify the Lender if it acquires any Real Property
- 10 4 4 The Chargor shall
 - (a) keep the Real Property in good repair (fair wear and tear excepted) to the satisfaction of the Lender,
 - (b) replace any items which have become obsolete or are unfit for purpose, and
 - (c) on a reasonable request by the Lender in writing, immediately make good any damage
- 10 4 5 The Chargor shall not (to the extent applicable)
 - (a) remove any of the fixtures forming part of the Real Property or any plant or machinery (other than stock in trade or work in progress) on or in the Charged Property without the Lender's consent,
 - (b) create any legal or equitable estate or interest in or over any Real Property, nor grant any licence to assign or sub-let any Real Property and ensure that no person becomes entitled to assert any proprietary interest or right over any Real Property,
 - (c) do or permit to be done anything or allow any circumstances to arise whereby any of its interest in the Real Property could be determined or any right of re-entry or forfeiture could arise,
 - (d) allow any person other than itself to be registered under the LRA as proprietor of the Real Property or create or permit to arise any interest which falls within either or both of Schedules 1 and 3 of the LRA affecting the Real Property without the Lender's consent,
 - (e) convert any freehold estate of any Real Property to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002,
 - (f) make, or agree to, any application to the Land Registrar to make an entry on the register of title of the Real Property without the Lender's consent, except as required under this Debenture; or
 - (g) make any structural or material alteration, or allow anything to be done which falls with the definition of development in section 55 of the Town and Country Planning Act 1990.
- 10 4 6 In relation to any lease to which the Charged Property is at any time subject, the Chargor shall not
 - (a) exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the LPA, or

- (b) accept any disposal or variation of any lease, tenancy or licence of, or relating to it

10 5 **Shares**

10 5 1 The Chargor shall make all payments which become due in respect of any of the Shares and if it fails to do so, the Lender may make the payment on behalf of the Chargor at the cost and risk of the Chargor

10 5 2 During the Security Period, the Chargor shall not appoint any nominee to exercise any of its membership rights in the Shares except as provided for under this Debenture

10 5 3 Subject to Clause 10 5 4, the Chargor may exercise, or direct the exercise of, the voting and other rights and powers attached to any Shares as it sees fit if those rights and powers are not exercised in any manner

- (a) which would permit any variation of the rights attaching to, or conferred by, any Shares or an increase in the issued share capital of any company whose shares are charged under this Debenture,
- (b) which would prejudice the Shares or the Security intended to be created over them by this Debenture, or
- (c) which would, without the Lender's consent, approve any resolution in connection with a company voluntary arrangement, the appointment of an administrator, a voluntary winding-up or a compromise or arrangement under sections 895 to 901 of the Companies Act 2006

10 5 4 At any time following the occurrence of an Enforcement Event, the Lender (or Receiver) may (in the name of the Chargor or otherwise and without the Chargor's further consent or authority)

- (a) exercise (or refrain from exercising) any voting rights in respect of any Shares and/or any powers and rights conferred on the legal or beneficial owner of those Shares;
- (b) receive and retain, or direct the Chargor to pay to it, all dividends, interest and other moneys arising from any Shares, and
- (c) transfer any Shares into the name of such nominee(s) of the Lender as it shall require,

in such manner and on such terms as the Lender (or Receiver) may think fit, and the proceeds of the action shall form part of the Charged Property

10 5 5 At any time following the occurrence of an Enforcement Event, the Chargor and any nominee(s) shall comply, or procure compliance, with any directions of the Lender (or any Receiver) in respect of the exercise of the rights set out in Clause 10 5 4 and shall promptly execute and deliver to the Lender (or such Receiver) any forms of proxy which are required

10 6 **Insurance**

10 6 1 The Chargor shall at all times during the Security Period keep the Charged Property insured with a reputable insurer and against those risks and to the extent as is usual for companies carrying on substantially the same business as the Chargor

10.6.2 The Chargor shall at all times during the Security Period, if requested by the Lender

- (a) ensure that all Insurance Policies contain (i) an endorsement naming the Lender as sole loss payee in respect of all claims, and (ii) a standard mortgagee clause,
- (b) promptly pay all sums payable under the Insurance Policies and, on request, promptly produce evidence of payment to the Lender, and
- (c) on request, deposit all Insurance Policies with the Lender

10 6 3 At any time following the occurrence of an Enforcement Event, the Chargor shall hold all moneys received under any Insurance Policy on trust for the Lender pending payment of that amount to the Lender and the Chargor waives any right it may have to apply that sum in reinstatement of any part of the Charged Property

10.7 **Specific Contracts**

10.7 1 The Chargor shall duly perform and shall remain liable to perform all its obligations under the Specific Contracts. Neither the Lender nor any Receiver shall be under any obligation to anyone under or in respect of any Specific Contract

10.7 2 The Chargor shall promptly notify the Lender of any material breach of any Specific Contract or any circumstances which have led or may lead to any obligation of any party under any Specific Contract being incapable of fulfilment

10 7 3 The Chargor shall promptly on demand provide the Lender with any information it reasonably requires in relation to any Specific Contract

10 7 4 The Chargor shall not amend, vary, waive, rescind or terminate any Specific Contract or consent to any assignment or transfer by any party other than the Lender of any of its rights or obligations under any Specific Contract without the Lender's consent

10 8 **Uncalled capital**

The Chargor shall not call up of its any uncalled capital or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Obligations or as the Lender otherwise directs

10 9 **Accounts**

The Chargor shall not close or permit any variation to the rights attaching to any Account without the Lender's consent

10.10 **Intellectual Property**

10 10 1 The Chargor shall promptly notify the Lender if it becomes the legal and/or beneficial owner of any Intellectual Property or it, or someone on its behalf, applies to register any Intellectual Property

10 10 2 The Chargor shall take all necessary action to safeguard, maintain in full force and effect and preserve its ability to enforce its present and future ownership and rights in connection with all Intellectual Property

- 10 10 3 The Chargor shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property

11 ENFORCEMENT OF SECURITY

11 1 When the Security becomes enforceable

- 11 1 1 The Security created by this Debenture shall become enforceable immediately

- (a) at any time following the occurrence of an Enforcement Event, or
- (b) if the Chargor requests the Lender to exercise any of its powers under this Debenture

- 11 1.2 Clause 11.1 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

11.2 Powers on enforcement

At any time after the Security created by this Debenture becomes enforceable, the Lender may, without notice to the Chargor or authorisation from any court and without prejudice to any other of its rights and remedies, in its absolute discretion

- (a) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit),
- (b) take possession of and hold or dispose of all or any part of the Charged Property, and
- (c) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

11 3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Debenture and the obligations of the Chargor under it constitute a "security 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 Secured Obligations 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 Shares, the market price determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation

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

12 **EXTENSION AND VARIATION OF THE LPA**

12 1 **Power of leasing**

The statutory powers of leasing may be exercised by the Lender at any time on or after an Enforcement Event has occurred and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA

12 2 **Extension of powers**

The power of sale or other power conferred on the Lender and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and that power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture

12 3 **Restrictions**

The restrictions contained in sections 93, 103 and 109(1) of the LPA shall not apply to

- (a) this Debenture,
- (b) the exercise by the Lender of its right to consolidate all or any of the Security created by or under this Debenture with any other Security in existence at any time, or
- (c) the Lender's power of sale,

which rights and powers may be exercised by the Lender without notice to the Chargor

13 **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

13 1 **Appointment and removal**

At any time after the Security created by this Debenture becomes enforceable, the Lender may, by deed or otherwise and without notice to the Chargor.

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property,
- (b) appoint two or more Receivers of separate parts of the Charged Property,
- (c) remove (so far as it is lawfully able) any Receiver so appointed,
- (d) appoint another person(s) as an additional or replacement Receiver(s), or
- (e) appoint one or more persons to be an administrator of the Chargor

13 2 **Capacity of Receivers**

Each Receiver appointed under Clause 13.1 (*Appointment and removal*).

- (a) may act severally or together with any other person appointed or substituted as Receiver,
- (b) for all purposes shall be deemed to be the agent of the Chargor which shall be solely responsible for the Receiver's acts, omissions, defaults, losses and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender, and
- (c) shall be entitled to remuneration for his services at a rate to be determined by the Lender from time to time (without being limited to the maximum rate specified by s109(6) of the LPA) The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of every Receiver

13 3 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Debenture) or otherwise and those powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property

14 **POWERS OF RECEIVER**

Subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor, in relation to the Charged Property (and any assets of the Chargor which, when got in, would be Charged Property) every Receiver shall have, and be entitled to exercise at the cost of the Chargor, all the powers

- (a) conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA,
- (b) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (to the extent applicable, whether or not the Receiver is an administrative receiver within the meaning of the Insolvency Act 1986) together with the additional powers set out in Schedule 3 of the Insolvency Act 1986,
- (c) in relation to the Charged Property, which it would have if it were its only beneficial owner including the power to do or omit to do anything which the Chargor itself could do or omit to do,
- (d) of the Lender under this Debenture, and
- (e) to do anything (including bringing or defending proceedings in the name or on behalf of the Chargor) which the Receiver considers incidental or conducive to any of the functions vested in him, to the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or to getting in any Charged Property or assets which when got in would be Charged Property

15 **APPLICATION OF MONEYS**

- 15 1 1 The Lender or any Receiver shall apply all moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in any order they shall see fit

- 15 1.2 The provisions in Clause 15 1.1 will override any appropriation made by the Chargor

16 PROTECTION OF PURCHASERS

16 1 Consideration

- 16 1 1 A receipt from the Lender or any Receiver shall be conclusive discharge to any purchaser or other person dealing with the Lender or any Receiver

- 16 1 2 In making any sale or disposal of any of the Charged Property or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

16 2 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound to enquire

- (a) whether the rights and powers conferred by or under this Debenture and/or the SPA have arisen or are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to those rights have been obtained or complied with,
- (c) as to the propriety or regularity of acts purporting, or intended, to be in exercise of those rights; or
- (d) as to the application of any money borrowed or raised,

and the protection to purchasers contained in sections 104 and 107 of the LPA and section 42(3) of the Insolvency Act 1986 shall apply to any purchaser

17 FURTHER ASSURANCE

17.1 Further assurance

- 17 1 1 The Chargor shall execute any document and do anything else the Lender requires (and in such form as the Lender requires)

- (a) to give effect to this Debenture and the transactions intended to be effected by it,
- (b) to create, perfect, protect and preserve the Security intended to be created by this Debenture and its ranking with any other Security over any Charged Property,
- (c) to exercise any rights, powers and discretions of the Lender, any Receiver or any administrator in connection with any Charged Property,
- (d) to facilitate the realisation of any Charged Property,
- (e) to enable or assist the Lender to enter into any transaction to start, defend or conduct any proceedings and/or take any other action relating to any Charged Property in any jurisdiction or under the law of any jurisdiction, and/or

(f) for any similar or related purpose

17 1 2 The Chargor shall deliver to the Lender such evidence of the due authorisation and execution of any document delivered or thing done under Clause 17 1 1 as the Lender may require

17 1 3 The covenants set out in sections 2(1)(b) and 2(2) of the Miscellaneous Provisions Act shall extend to include the provisions set out in this Clause 17 1

17.1 4 If the Chargor fails, or the Lender reasonably suspects that the Chargor has failed, to comply with any of the undertakings in Clause 10 4 (*Real Property*) and/or Clause 10 6 (*Insurance*), the Lender and/or others appointed by it may do anything the Lender requires to remedy that failure at the risk and cost of the Chargor (including granting free access to the Charged Property (subject to compliance with the terms of the Lease), the execution of works, the payment of money and/or effecting or renewing any such insurance on such terms as it sees fit)

17 2 **Delivery of documents**

17 2.1 If requested by the Lender, the Chargor shall deliver to the Lender, and the Lender shall be entitled to hold during the Security Period, all documents constituting or evidencing title relating to the Real Property

17 2 2 The Chargor shall

- (a) if requested by the Lender, deposit with the Lender (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by or on behalf of the Chargor), and
- (b) promptly on the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from any of the Shares, notify the Lender of that occurrence and procure the delivery to the Lender of all certificates or other documents of title representing those securities and such stock transfer forms or other instruments of transfer (executed in blank by or on behalf of the Chargor) as the Lender may request

17 2 3 The Chargor shall, on request, immediately deliver to the Lender, and the Lender shall be entitled to hold during the Security Period, all other certificates and documents of title to and evidence of ownership of the assets which form the Charged Property

17 3 **Application to the Land Registry**

17 3 1 The Chargor consents to the entry of the following restriction in the Proprietorship Register of any registered land forming part of the Charged Property from time to time

"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 [●] referred to in the Charges Register (or its conveyancer) "

17 3 2 The Chargor authorises the Lender to apply to the Land Registry to enter

- (a) the restriction in 17 3 1 against the relevant registered estate; and

- (b) the obligation to make further advances on the charges register of the relevant registered estates

17 4 **Registration of Intellectual Property**

The Chargor shall, if requested by the Lender, execute all such documents and do all acts that the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property

18 **POWER OF ATTORNEY**

18 1 **Appointment and powers**

The Chargor irrevocably and by way of security appoints the Lender and any Receiver jointly and severally to be its attorney (with full power of substitution) and in its name, on its behalf to execute, deliver and perfect all documents and do all things which the attorney may consider necessary or desirable to.

- (a) carry out any obligation imposed on the Chargor by this Debenture or any other agreement binding on it to which the Lender is party, and
- (b) enable the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them under this Debenture or by law

18 2 **Ratification**

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

19 **EFFECTIVENESS OF SECURITY**

19 1 **Cumulative rights**

The Security created under this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Lender may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender over the whole or any part of the Charged Property shall merge with any contractual right or remedy or other Security now or in the future held or available to the Lender

19 2 **No prejudice**

Neither the Security created under this Debenture nor the Collateral Rights shall be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Lender (whether in its capacity as trustee or otherwise) or by anything else which might otherwise prejudice that Security or any Collateral Right

19 3 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Debenture 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 in this

Debenture are cumulative and not exclusive of any rights or remedies provided by law

19 4 Effectiveness of Security

The Security created under this Debenture shall remain in full force and effect unless and until discharged by the Lender and no part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

19 5 No liability

19 5 1 The Lender shall not be liable (including for negligence or any other category of liability whatsoever) for any action taken by it under or in connection with this Debenture, for any neglect or default in connection with the Charged Property or for taking possession of, or realising all or any part of, the Charged Property, unless directly caused by its gross negligence or wilful default. In particular, the Lender shall not be liable for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable

19 5 2 The exercise by the Lender and/or others appointed by it of the powers conferred by this Debenture shall not render the Lender liable to account as a mortgagee in possession

19 6 Immediate recourse

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

19 7 Deferral of rights

During the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by it 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 SPA or of any other guarantee or Security taken under, or in connection with, this Debenture by the Lender

19 8 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Charged Property it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to the Lender

(a) shall be credited or be treated as having been credited to the new account of the Chargor, and

(b) shall not operate to reduce the Secured Obligations at the time when the Lender received or was deemed to have received the notice

20 **RELEASE OF SECURITY**

20 1 **Redemption of Security**

At the end of the Security Period, the Lender shall release and cancel the Security constituted by this Debenture and reassign the assets assigned under this Debenture to the Chargor at the request and cost of the Chargor, in each case subject to Clause 20 2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees

20 2 **Avoidance of payments**

If the Lender, in its reasonable opinion, considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under, and the Security constituted by, this Debenture shall continue and that amount shall not be considered to have been irrevocably paid

20 3 **Other obligations**

Any release or discharge of all or any of the Security created by this Debenture shall not release or discharge the Chargor from any liability to the Lender (whether in its capacity as such or otherwise) which might exist independently of this Debenture

21 **CURRENCY**

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture from their existing currency into any other currency by purchasing that other currency at the spot rate of exchange for that party for the purchase of any currency with any other currency in the London foreign exchange market.

22 **SET-OFF**

The Lender may set off the Secured Obligations (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

23 **ASSIGNMENT**

23 1 The Lender (only) may assign or transfer any of its rights under this Debenture to any person to whom it may assign or transfer any of its rights or obligations under the SPA

23 2 The Lender may disclose to any assignee or proposed assignee any information it thinks fit in relation to the Chargor and the SPA

24 **NOTICES**

24 1 **Communications in writing**

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter

24 2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Debenture is

- (a) in the case of the Chargor, that identified with its name below,
- (b) in the case of the Lender, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice

24 3 **Delivery**

24 3 1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 24 2 (*Addresses*) if addressed to that department or officer

24 3 2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose)

24 4 **English language**

24 4.1 Any notice given under or in connection with this Debenture must be in English

24 4 2 All other documents provided under or in connection with this Debenture must be

- (a) in English, or
- (b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

25 **PARTIAL INVALIDITY**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability 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 and, if any part of the Security intended to be created under this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

26 **AMENDMENTS AND WAIVERS**

Any term of this Debenture may be amended or waived only with the consent of the Lender and the Chargor.

27 **COUNTERPARTS**

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

28 **GOVERNING LAW**

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

29 **ENFORCEMENT**

29 1 **Jurisdiction**

29 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**")

29 1 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.

29 1 3 This Clause 29 1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Debenture has been executed as a deed and delivered on the date stated at the beginning of this Debenture.

Schedule 1
Details of Real Property

[None at the date of this Debenture]

Schedule 2
Notice and acknowledgement of assignment - Accounts
Part 1 - Notice of assignment

To [*Provider of the Secured Account*]

Date. [●]

Dear Sirs

[*Description of relevant account*] (the "Secured Account")

- 1 We refer to the Secured Account (which expression shall include all moneys standing to the credit of that account now or in the future)
- 2 We give you notice that by a debenture dated [●] (the "**Debenture**") between us and St Ives Direct Limited (the "**Lender**"), we have assigned all of our rights and interests under the Secured Account to the Lender
- 3 We irrevocably and unconditionally instruct and authorise you
 - (a) upon receipt of notice from the Lender that an Enforcement Event (as defined in the Debenture) has occurred, not to release any moneys from the Secured Account without the Lender's written consent,
 - (b) upon receipt of notice from the Lender that an Enforcement Event has occurred and is continuing, that all our rights in connection with the Secured Account are exercisable only by (or with the consent of) the Lender, and
 - (c) to disclose any information relating to the Secured Account which the Lender may from time to time request
- 4 You confirm that no amendment, waiver or release of any right or obligation in connection with the Secured Account and no termination or rescission of the Secured Account by us shall be effective without the Lender's written consent and in any event no such termination or rescission shall be effective unless you have given notice to the Lender
- 5 Notwithstanding anything in this notice or otherwise we (and not the Lender or its appointees) shall be liable under the Secured Account to perform all the obligations assumed by us under it
- 6 The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them
- 7 Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender

8 This letter is governed by, and shall be construed in accordance with, English law
Yours faithfully

For and on behalf of ST IVES DIRECT BRADFORD LIMITED

Part 2 - Acknowledgement of assignment notice

To St Ives Direct Limited

[Address]

For the attention of [•]

Date [•]

Dear Sirs

[Description of relevant account]

- 1 We acknowledge receipt of a notice dated [•] (the "Notice") and addressed to us by St Ives Direct Bradford Limited (the "Chargor")
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice and consent to the assignment in your favour
- 4 We acknowledge and confirm that
 - (a) we have not received notice of any previous assignments or charges of or over the Secured Account,
 - (b) upon receipt of a notice from the Lender that an Enforcement Event has occurred, we will not release any moneys from the Secured Account without your written consent,
 - (c) upon receipt of a notice from the Lender that an Enforcement Event has occurred and is continuing, all the Chargor's rights in connection with the Secured Account will be exercisable only by you (or with your consent),
 - (d) we will disclose to you any information relating to the Secured Account which you may from time to time request,
 - (e) no amendment, waiver or release of any right or obligation in connection with the Secured Account and no termination or rescission of the Secured Account by the Chargor shall be effective without your written consent,
 - (f) the Chargor (and not you or your appointees) shall be liable under the Secured Account to perform all the obligations assumed by the Chargor under it, and
 - (g) these instructions may not be altered without your written consent

5 This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

For and on behalf of [*provider of the Secured Account*]

Schedule 3
Notice and acknowledgement of assignment - Insurance Policies
Part 1 - Notice of assignment

To. *[Insurer]*

Date [•]

Dear Sirs

Policy number [•] (the "Policy")

- 1 We refer to the Policy, brief details of which are set out below.
- 2 We give you notice that by a debenture dated [•] (the "**Debenture**") between us and St Ives Direct Limited (the "**Lender**"), we have assigned all of our rights and interests under the Policy to the Lender
- 3 We request that the rights of the Lender under this assignment be clearly noted in the Policy and that you provide the Lender with evidence of that notice.
- 4 The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them
- 5 Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender
- 6 This letter is governed by, and shall be construed in accordance with, English law

Yours faithfully

.....

For and on behalf of ST IVES DIRECT BRADFORD LIMITED

Details of the Policy

Name of insured [•]

Nature of Policy [•]

Policy number [•]

Renewal date [•]

Part 2 - Acknowledgement of assignment notice

To St Ives Direct Limited

[Address]

For the attention of [•]

Date [•]

Dear Sirs

Policy Number [•]

- 1 We acknowledge receipt of a notice dated [•] (the "**Notice**") and addressed to us by St Ives Direct Bradford Limited (the "**Chargor**")
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice
- 4 We acknowledge and confirm that
 - (a) we have not, as at the date of this acknowledgement, 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 Policy,
 - (b) the interest of the Lender in the Policy regarding which the Chargor has assigned its rights shall be clearly noted and evidence provided to you of that notice, and
 - (c) these instructions may not be altered without your written consent
- 5 This letter is governed by, and shall be construed in accordance with, English law

Yours faithfully

For and on behalf of [Insurer]

Schedule 4
Notice and acknowledgement of assignment - Specific Contracts
Part 1 - Notice of assignment

To *[Party to Contract]*

Date [●]

Dear Sirs

[Description of relevant contract including parties and date] (the "Contract")

- 1 We refer to the Contract
- 2 We give you notice that by a debenture dated [●] (the "**Debenture**") between us and St Ives Direct Limited (the "**Lender**"), we have assigned all of our rights and interests under the Contract to the Lender
- 3 Please note that we may not agree to terminate or amend the Contract in any way, except with the Lender's written consent
- 4 Upon receipt of notice from the Lender that an Enforcement Event has occurred, you are directed to comply with all requests and instructions received by you from the Lender and to pay all sums payable to us under the Contract to the Lender
- 5 The instructions and authorisations contained in this letter shall remain in full force and effect until the Lender gives you written notice revoking them
- 6 Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender
- 7 This letter is governed by, and shall be construed in accordance with, English law

Yours faithfully

For and on behalf of ST IVES DIRECT BRADFORD LIMITED

Acknowledgement of notice of assignment

To St Ives Direct Limited

[Address]

For the attention of [•]

Date [•]

Dear Sirs

[Description of relevant contract including parties and date]

- 1 We acknowledge receipt of a notice dated [•] (the "**Notice**") and addressed to us by **St Ives Direct Bradford Limited** (the "**Chargor**")
- 2 Terms defined in the Notice but not in this acknowledgement shall have the same meaning in this acknowledgement as in the Notice
- 3 We confirm our acceptance of the instructions and authorisations contained in the Notice and consent to the assignment in your favour
- 4 We acknowledge and confirm that
 - (a) the Chargor is not entitled to agree to terminate or amend the Contract in any way, except with your written consent,
 - (b) if the Chargor is in breach of any provision under any of the Contract we shall (before enforcing our rights against the Chargor) notify you of the breach and allow you 14 days to remedy the breach,
 - (c) you are under no obligation or liability to remedy any breach or otherwise to comply with any obligation on the part of the Chargor under the Contract, and
 - (d) these instructions may not be altered without your written consent
- 5 This letter is governed by, and shall be construed in accordance with, English law

Yours faithfully

For and on behalf of [party to the Contract]

EXECUTION PAGE

THE CHARGOR

ST IVES DIRECT BRADFORD LIMITED

Executed as a deed by **ST IVES DIRECT**
BRADFORD LIMITED
acting by *Kevin Dunstall*



in the presence of:

Name of witness: *Rachel Owen*

Signature of witness 

Address
Clarion
Elizabeth House
13-19 Queen Street
Leeds
LS1 2TW

Occupation *Solicitor* Clarion Solicitors Limited

THE LENDER

ST IVES DIRECT LIMITED

Executed as a deed by **ST IVES DIRECT**
LIMITED

acting by **P C HARRIS**

in the presence of

Name of witness

Signature of witness

Address

Occupation

90 St Ives plc
ONE TUDOR STREET
LONDON EC4Y 0AH

CHARTERED ACCOUNTANT