

123011 / 104

In accordance with
Sections 859A and
859J of the Companies
Act 2006

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

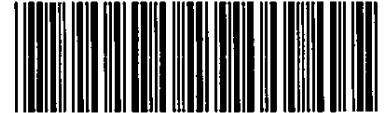
✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

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

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. 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. This must be scanned and placed on the public record.

SATURDAY



A2ZU8EYJ

A23

18/01/2014

#192

COMPANIES HOUSE

1 Company details

Company number: 0 1 3 9 2 8 7 6 ✓
Company name in full: WILLIAM SINCLAIR HOLDINGS PUBLIC LIMITED COMPANY ✓

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: d1 d6 m0 m1 y2 y0 y1 y4 ✓

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: RBS INVOICE FINANCE 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

MR01

Particulars of a charge

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

The Company, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF a fixed charge over the following Property of the Owner, owned now or in the future

- all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land
- all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land

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

MR01

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 *Shoosmiths 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 Emma Taylor

Company name Shoosmiths LLP

Address Waterfront House

Waterfront Plaza

35 Station Street

Post town Nottingham

County/Region Nottinghamshire

Postcode N G 2 3 D Q

Country

DX DX 10104 NOTTINGHAM 1

Telephone 03700 865000



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:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☐ 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

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1392876

Charge code: 0139 2876 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2014 and created by WILLIAM SINCLAIR HOLDINGS PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2014.

Given at Companies House, Cardiff on 21st January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

3rd Party Debenture - Company/LLP

**THIS IS AN IMPORTANT DEED YOU SHOULD T
SIGNING AND SIGN ONLY IF YOU WANT TO BE
IS NOT PAID YOU MAY LOSE THE ASSET(S) CHA**

Shoosmiths LLP
Shoosmiths LLP

Date **17/01/2014**

Owner William Sinclair Holdings Public Limited Company

Registered No: 01392876

Owner's Address for Service Firth Road, Lincoln, Lincolnshire, LN6 7AH

Client William Sinclair Horticulture Limited

Registered No. 00007633

Client's Liabilities: All the Client's liabilities to RBSIF whether or not under a Debt Purchase Agreement and any losses, costs and expenses (including legal expenses on a full indemnity basis)

Debt Purchase Agreement. Any debt purchase agreement between RBSIF and the Client

RBSIF RBS Invoice Finance Limited

1. Owner's Obligations

The Owner will pay to RBSIF on demand all its Obligations. The Owner's **Obligations** are all the Owner's liabilities to RBSIF and includes all the Client's Liabilities to RBSIF (in each case present, future, actual or contingent and whether incurred alone or jointly with another) and include

1 1 **Interest** at the same rate as the discounting charge charged by RBSIF under the Debt Purchase Agreement, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF,

1 2 any expenses RBSIF or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with

1 2 1 the Property charged by Clause 2,

1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land

2 Charge

The Owner, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF

2 1 a legal mortgage over all Land vested in the Owner specified in the Schedule,

2 2 a fixed charge over the following Property of the Owner, owned now or in the future

2 2 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land,

2 2 2 all plant and machinery, including any associated warranties and maintenance contracts,

2 2 3 all the goodwill of the Owner's business,

2 2 4 any uncalled capital,

2 2 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,

2 2 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,

2 2 7 the benefit of any hedging arrangements, futures transactions or treasury instruments,

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner

"Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

- 2 3 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF

3 Restrictions

The Owner will not, without RBSIF's prior written consent

- 3 1 *permit or create any mortgage, standard security, charge or lien on the Property, other than the Permitted Security,*
- 3 2 *dispose of the Property charged by Clauses 2 1 and 2 2, other than by way of a Permitted Disposal,*
- 3 3 *dispose of the Property charged by Clause 2 3, other than in the ordinary course of business or by way of a Permitted Disposal,*
- 3 4 *call on, or accept payment of, any uncalled capital,*
- 3 5 *deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements,*
- 3 6 *grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting,*
- 3 7 *dispose of, part with or share possession or occupation of any of its Land, other than by way of a Permitted Disposal*

"Permitted Disposal" means the disposal of any asset not subject to a fixed charge to RBSIF and which is disposed of in the ordinary course or any disposal of the site at Bolton Fell, Bolton Fell Works, Hethersgill, Carlisle CA6 6JL and any assets in connection with the disposal of the works including but not limited to the factory site at Boothby,

"Permitted Security" has the same meaning as defined in the invoice discounting agreement dated on or around the date of this Deed and entered into between the Client and RBSIF

4 Property Undertakings

The Owner will

- 4 1 *permit RBSIF at any time to inspect the Property,*
- 4 2 *keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost. In default, RBSIF may arrange insurance at the Owner's expense,*
- 4 3 *hold on trust for RBSIF all proceeds of any insurance of the Property. At RBSIF's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations,*
- 4 4 *where required by RBSIF, deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property,*
- 4 5 *keep the Property in good condition,*
- 4 6 *not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations,*
- 4 7 *if required by RBSIF, pay all the money the Owner receives in respect of book and other debts into an account with RBSIF. RBSIF may specify the relevant account*

5 Conversion of Floating Charge to Fixed Charge

5.1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without RBSIF's consent.

5.2 The floating charge will become a fixed charge if an administrator of the Owner is appointed.

6 Investigating Accountants

RBSIF may require the Owner to appoint a firm of accountants to review its financial affairs if

6.1 any of the Owner's Obligations are not paid when due,

6.2 RBSIF considers that the Owner has breached any other obligation to RBSIF,

6.3 RBSIF considers any information provided by the Owner to be materially inaccurate.

Any review required will take place within 7 days of RBSIF's request (or longer if RBSIF agrees). The firm, and the terms of reference, must be approved by RBSIF. The Owner (and not RBSIF) will be responsible for the firm's fees and expenses, but RBSIF may make payment and the Owner will repay RBSIF on demand.

7. Possession and Enforceability

7.1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until RBSIF takes possession.

7.2 RBSIF may take possession and enforce this deed if

7.2.1 RBSIF demands payment of any of the Owner's Obligations following the same having become due and payable and the Owner fails to make a payment to satisfy the demand,

7.2.2 the Owner asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made,

7.2.3 a meeting is called or a petition is presented for liquidation of the Owner or Client,

7.2.4 any security is enforced in respect of any assets of the Owner or Client,

7.2.5 a Termination Event (as defined in any Debt Purchase Agreement) occurs.

7.3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made.

7.4 RBSIF will not be liable to account to the Owner for any money not actually received by RBSIF.

8 Appointment of Receiver or Administrator

8.1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.

8.2 Any receiver will be the Owner's agent and the Owner (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver. RBSIF may fix and pay the receiver's fees and expenses at the expense of the Owner.

9 Powers of RBSIF, an Administrator or Receiver

9.1 RBSIF, an administrator or any receiver may

9.1.1 carry on the Owner's business,

9.1.2 enter, take possession of, and/or generally manage the Property,

9.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land,

- 9 1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land References to **Land** or **Property** include land or property that is purchased by RBSIF or a receiver under this power,
- 9 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land,
- 9 1 6 complete any transactions by executing any deeds or documents in the name of the Owner,
- 9 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise,
- 9 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this,
- 9 1 9 if the Owner is a company, call up any uncalled capital with all the powers conferred by the Owner's articles of association,
- 9 1 10 if the Owner is an LLP, call up any capital due from the Owner's members with all the powers conferred by the members' agreement in relation to capital contributions,
- 9 1 11 employ advisers, consultants, managers, agents, workmen and others,
- 9 1 12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies,
- 9 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 9 3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law
- 9 5 RBSIF may exercise any of its powers even if a receiver has been appointed
- 9 6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Owner
- 9 7 RBSIF may set off any amount due from the Owner against any amount owed by RBSIF to the Owner RBSIF may exercise this right, without prior notice, both before and after demand For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 9 8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full RBSIF allowing the Owner to make withdrawals will not waive this restriction
- 9 9 This deed may be enforced against the Owner without RBSIF first having recourse to any other right, remedy, guarantee or security held by or available to RBSIF
- 9 10 Section 93 of the Law of Property Act 1925 will not apply to this deed
- 9 11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise
- 9 12 The powers set out in this Clause 9 are in addition to powers conferred on administrators or receivers by statute
- 10 Application of Payments**
- 10 1 RBSIF may apply any payments received for the Owner to reduce any of the Owner's Obligations, as RBSIF decides

11 Preservation of other Security and Rights and Further Assurance

- 11 1 This deed is in addition to any other security for the Owner's Obligations held by RBSIF now or in the future RBSIF may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights
- 11 2 On request, the Owner will execute any deed or document, or take any other action required by RBSIF, to perfect, enhance or facilitate the realisation of RBSIF's security under this deed
- 11 3 The Obligations of the Owner under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including
- 11 3 1 any extension of time, waiver or consent granted to, or composition with, the Owner or Client or other person,
- 11 3 2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Owner, the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security,
- 11 3 3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Owner, the Client or any other person,
- 11 3 4 any amendment, novation, supplement, extension, restatement or replacement of the Debt Purchase Agreement or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security,
- 11 3 5 any unenforceability, illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security,
- 11 3 6 any insolvency, administration or similar proceedings of the Owner, the Client or any other person

12 Certificate of the Client's Obligations

A certificate signed by an official or manager of RBSIF as to the cause, existence or amount of the Owner's Obligations or the amount due from the Owner under this deed will be conclusive evidence save in the case of manifest error or on any question of law

13 Power of Attorney

To give effect to this deed and secure the exercise of any of its powers, the Owner irrevocably appoints RBSIF, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

14. Consents, Notices and Demands

- 14 1 All consents, notices and demands must be in writing
- 14 2 RBSIF may deliver a notice or demand to the Owner at its registered office, at the contact details last known to RBSIF or at the Address for Service if specified
- 14 3 A notice or demand signed by an official or manager of RBSIF will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday
- 14 4 A notice from the Owner to RBSIF must be addressed to the Owner's Relationship Manager and will be effective on receipt

15 Transfers

- 15 1 RBSIF may allow any person to take over any of its rights and duties under this deed. The Owner authorises RBSIF to give that person or its agent any financial or other information about the Owner. References to RBSIF include its successors.
- 15 2 The Owner may not transfer any of its rights or obligations under this deed.

16. Reinstatement

Where any discharge (whether in respect of the Obligations of the Owner or Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise the Owner's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

17. Law

- 17 1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.
- 17 2 For the benefit of RBSIF, the Owner irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.
- 17 3 If an Address for Service is specified, it, or any other address provided for this purpose, will be an effective address for service of proceedings on the Owner.

IN WITNESS of which this Deed has been duly executed and delivered on the date specified below

Dated

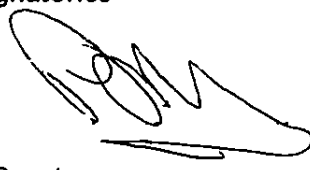
16 January 2014

Signatories

SIGNED as a DEED by

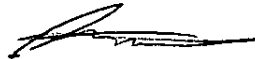
**WILLIAM SINCLAIR HOLDINGS)
PUBLIC LIMITED COMPANY**

Director



acting by a director in the presence of

Signature of witness



Name

(in BLOCK CAPITALS)

Address

3 Colmore Circus
Birmingham
B4 6BH

Occupation

Solicitor

SIGNED by RBSIF

By

3rd Party Debenture - Company/LLP
THIS IS AN IMPORTANT DEED. YOU SHOULD SIGNING AND SIGN ONLY IF YOU WANT TO B
IS NOT PAID YOU MAY LOSE THE ASSET(S) CH

Shoosmiths LLP
Shoosmiths LLP

Date *17/01/2014*

Owner: William Sinclair Holdings Public Limited Company **Registered No:** 01392876

Owner's Address for Service: Firth Road, Lincoln, Lincolnshire, LN6 7AH

Client: William Sinclair Horticulture Limited **Registered No:** 00007633

Client's Liabilities: All the Client's liabilities to RBSIF whether or not under a Debt Purchase Agreement and any losses, costs and expenses (including legal expenses on a full indemnity basis)

Debt Purchase Agreement: Any debt purchase agreement between RBSIF and the Client

RBSIF: RBS Invoice Finance Limited

1. Owner's Obligations

The Owner will pay to RBSIF on demand all its Obligations. The Owner's **Obligations** are all the Owner's liabilities to RBSIF and includes all the Client's Liabilities to RBSIF (in each case present, future, actual or contingent and whether incurred alone or jointly with another) and include

1 1 **Interest** at the same rate as the discounting charge charged by RBSIF under the Debt Purchase Agreement, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF,

1 2 any expenses RBSIF or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with

1 2 1 the Property charged by Clause 2,

1 2 2 taking, perfecting, protecting, enforcing or exercising any power under this deed

References to **Property** include any part of it and references to **Land** are to any interest in heritable, freehold or leasehold land

2. Charge

The Owner, as a continuing security for its Obligations and with full title guarantee, gives to RBSIF

2 1 a legal mortgage over all Land vested in the Owner specified in the Schedule,

2 2 a fixed charge over the following Property of the Owner, owned now or in the future

2 2 1 all Land vested in or charged to the Owner, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land,

2 2 2 all plant and machinery, including any associated warranties and maintenance contracts,

2 2 3 all the goodwill of the Owner's business,

2 2 4 any uncalled capital,

2 2 5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities,

2 2 6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights,

2 2 7 the benefit of any hedging arrangements, futures transactions or treasury instruments,

A **Subsidiary** is an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner

"**Control**" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others

- 2 3 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are not subject to an effective fixed charge under this deed or under any other security held by RBSIF

3. Restrictions

The Owner will not, without RBSIF's prior written consent

- 3 1 permit or create any mortgage, standard security, charge or lien on the Property, other than the Permitted Security,
- 3 2 dispose of the Property charged by Clauses 2 1 and 2 2, other than by way of a Permitted Disposal,
- 3 3 dispose of the Property charged by Clause 2 3, other than in the ordinary course of business or by way of a Permitted Disposal,
- 3 4 call on, or accept payment of, any uncalled capital,
- 3 5 deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements,
- 3 6 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting,
- 3 7 dispose of, part with or share possession or occupation of any of its Land, other than by way of a Permitted Disposal

"**Permitted Disposal**" means the disposal of any asset not subject to a fixed charge to RBSIF and which is disposed of in the ordinary course or any disposal of the site at Bolton Fell, Bolton Fell Works, Hethersgill, Carlisle CA6 6JL and any assets in connection with the disposal of the works including but not limited to the factory site at Boothby,

"**Permitted Security**" has the same meaning as defined in the invoice discounting agreement dated on or around the date of this Deed and entered into between the Client and RBSIF

4. Property Undertakings

The Owner will

- 4 1 permit RBSIF at any time to inspect the Property,
- 4 2 keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost. In default, RBSIF may arrange insurance at the Owner's expense,
- 4 3 hold on trust for RBSIF all proceeds of any insurance of the Property. At RBSIF's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations,
- 4 4 where required by RBSIF, deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property,
- 4 5 keep the Property in good condition,
- 4 6 not, without RBSIF's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations,
- 4 7 if required by RBSIF, pay all the money the Owner receives in respect of book and other debts into an account with RBSIF. RBSIF may specify the relevant account

5. Conversion of Floating Charge to Fixed Charge

- 5 1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without RBSIF's consent.
- 5 2 The floating charge will become a fixed charge if an administrator of the Owner is appointed.

6. Investigating Accountants

- RBSIF may require the Owner to appoint a firm of accountants to review its financial affairs if
- 6 1 any of the Owner's Obligations are not paid when due,
- 6 2 RBSIF considers that the Owner has breached any other obligation to RBSIF;
- 6 3 RBSIF considers any information provided by the Owner to be materially inaccurate.
- Any review required will take place within 7 days of RBSIF's request (or longer if RBSIF agrees). The firm, and the terms of reference, must be approved by RBSIF. The Owner (and not RBSIF) will be responsible for the firm's fees and expenses, but RBSIF may make payment and the Owner will repay RBSIF on demand.

7. Possession and Enforceability

- 7 1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner will continue in possession until RBSIF takes possession.
- 7 2 RBSIF may take possession and enforce this deed if
- 7 2 1 RBSIF demands payment of any of the Owner's Obligations following the same having become due and payable and the Owner fails to make a payment to satisfy the demand,
- 7 2 2 the Owner asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made,
- 7 2 3 a meeting is called or a petition is presented for liquidation of the Owner or Client,
- 7 2 4 any security is enforced in respect of any assets of the Owner or Client,
- 7 2 5 a Termination Event (as defined in any Debt Purchase Agreement) occurs.
- 7 3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made.
- 7 4 RBSIF will not be liable to account to the Owner for any money not actually received by RBSIF.

8. Appointment of Receiver or Administrator

- 8 1 RBSIF may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Owner.
- 8 2 Any receiver will be the Owner's agent and the Owner (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver. RBSIF may fix and pay the receiver's fees and expenses at the expense of the Owner.

9. Powers of RBSIF, an Administrator or Receiver

- 9 1 RBSIF, an administrator or any receiver may
- 9 1 1 carry on the Owner's business;
- 9 1 2 enter, take possession of, and/or generally manage the Property;
- 9 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land,

- 9 1 4 purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land References to **Land** or **Property** include land or property that is purchased by RBSIF or a receiver under this power;
- 9 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land,
- 9 1 6 complete any transactions by executing any deeds or documents in the name of the Owner,
- 9 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise,
- 9 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this,
- 9 1 9 if the Owner is a company, call up any uncalled capital with all the powers conferred by the Owner's articles of association,
- 9 1 10 if the Owner is an LLP, call up any capital due from the Owner's members with all the powers conferred by the members' agreement in relation to capital contributions,
- 9 1 11 employ advisers, consultants, managers, agents, workmen and others,
- 9 1 12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies,
- 9 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers
- 9 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 9 3 Joint receivers may exercise their powers jointly or separately
- 9 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law
- 9 5 RBSIF may exercise any of its powers even if a receiver has been appointed
- 9 6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Owner
- 9 7 RBSIF may set off any amount due from the Owner against any amount owed by RBSIF to the Owner RBSIF may exercise this right, without prior notice, both before and after demand For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 9 8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations have been paid in full RBSIF allowing the Owner to make withdrawals will not waive this restriction
- 9 9 This deed may be enforced against the Owner without RBSIF first having recourse to any other right, remedy, guarantee or security held by or available to RBSIF
- 9 10 Section 93 of the Law of Property Act 1925 will not apply to this deed
- 9 11 The powers of sale and appointing a receiver conferred by this deed will be exercisable without the restrictions contained in section 103 of the Law of Property Act 1925 or otherwise
- 9 12 The powers set out in this Clause 9 are in addition to powers conferred on administrators or receivers by statute
- 10. Application of Payments**
- 10 1 RBSIF may apply any payments received for the Owner to reduce any of the Owner's Obligations, as RBSIF decides

11 Preservation of other Security and Rights and Further Assurance

- 11 1 This deed is in addition to any other security for the Owner's Obligations held by RBSIF now or in the future RBSIF may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights
- 11 2 On request, the Owner will execute any deed or document, or take any other action required by RBSIF, to perfect, enhance or facilitate the realisation of RBSIF's security under this deed
- 11 3 The Obligations of the Owner under this deed will not be affected by any act or omission which, but for this deed, would reduce, release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
- 11 3 1 any extension of time, waiver or consent granted to, or composition with, the Owner or Client or other person,
- 11.3 2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Owner, the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security,
- 11 3 3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Owner, the Client or any other person,
- 11 3 4 any amendment, novation, supplement, extension, restatement or replacement of the Debt Purchase Agreement or any other document or security including, without limitation, any change in the purpose of, any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security,
- 11 3 5 any unenforceability, illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security,
- 11 3 6 any insolvency, administration or similar proceedings of the Owner, the Client or any other person

12. Certificate of the Client's Obligations

A certificate signed by an official or manager of RBSIF as to the cause, existence or amount of the Owner's Obligations or the amount due from the Owner under this deed will be conclusive evidence save in the case of manifest error or on any question of law.

13. Power of Attorney

To give effect to this deed and secure the exercise of any of its powers, the Owner irrevocably appoints RBSIF, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

14. Consents, Notices and Demands

- 14 1 All consents, notices and demands must be in writing
- 14 2 RBSIF may deliver a notice or demand to the Owner at its registered office, at the contact details last known to RBSIF or at the Address for Service if specified
- 14 3 A notice or demand signed by an official or manager of RBSIF will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday
- 14 4 A notice from the Owner to RBSIF must be addressed to the Owner's Relationship Manager and will be effective on receipt

15. Transfers

- 15.1 RBSIF may allow any person to take over any of its rights and duties under this deed. The Owner authorises RBSIF to give that person or its agent any financial or other information about the Owner. References to RBSIF include its successors.
- 15.2 The Owner may not transfer any of its rights or obligations under this deed.

16. Reinstatement

Where any discharge (whether in respect of the Obligations of the Owner or Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment, security or other disposition which is avoided or must be restored on insolvency or otherwise the Owner's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment, security or other disposition is liable to avoidance or restoration.

17. Law

- 17.1 This deed is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.
- 17.2 For the benefit of RBSIF, the Owner irrevocably submits to the jurisdiction of the courts of England and Wales and irrevocably agrees that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.
- 17.3 If an Address for Service is specified, it, or any other address provided for this purpose, will be an effective address for service of proceedings on the Owner.

IN WITNESS of which this Deed has been duly executed and delivered on the date specified below

Dated 16 January 2014

Signatories

)
SIGNED as a DEED by)

WILLIAM SINCLAIR HOLDINGS) Director
PUBLIC LIMITED COMPANY

acting by a director in the presence of

Signature of witness

Name

(in BLOCK CAPITALS)

Address

Occupation

SIGNED by RBSIF



By