



Registration of a Charge

Company Name: **CBC UK LIMITED**

Company Number: **01973536**



XBXX3OVV

Received for filing in Electronic Format on the: **22/02/2023**

Details of Charge

Date of creation: **15/02/2023**

Charge code: **0197 3536 0009**

Persons entitled: **B.P. MARSH & COMPANY LIMITED**

Brief description: **LEASEHOLD OF PROPERTY BEING FOURTH AND FIFTH FLOORS OF
MANSELL COURT 69, MANSELL STREET, LONDON, E1 8AN. DOMAN
NAME OF CBCINSURANCE.CO.UK**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMES SMILLIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1973536

Charge code: 0197 3536 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2023 and created by CBC UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2023 .

Given at Companies House, Cardiff on 23rd February 2023

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 15 February **2023**

- (1) CBC UK LIMITED
- (2) B.P. MARSH & COMPANY LIMITED

DEBENTURE

CONTENTS

1	DEFINITIONS AND INTERPRETATION	4
2	FIXED CHARGES.....	8
3	FLOATING CHARGE.....	9
4	RESTRICTIONS AND FURTHER ASSURANCE	10
5	REAL PROPERTY	10
6	BOOK DEBTS	13
7	BANK ACCOUNTS.....	13
8	INVESTMENTS	14
9	INTELLECTUAL PROPERTY	14
10	INSURANCE	15
11	GENERAL UNDERTAKINGS.....	16
12	REPRESENTATIONS AND WARRANTIES	17
13	ENFORCEMENT EVENTS.....	19
14	ENFORCEMENT	20
15	APPOINTMENT AND RIGHTS OF RECEIVERS	20
16	LENDER'S RIGHTS	21
17	ORDER OF DISTRIBUTIONS	22
18	LIABILITY OF LENDER, RECEIVERS AND DELEGATES.....	22
19	POWER OF ATTORNEY	22
20	PROTECTION OF THIRD PARTIES	23
21	SAVING PROVISIONS.....	23
22	DISCHARGE OF SECURITY	25
23	EXPENSES AND INTEREST	26
24	PAYMENTS	27
25	TAX GROSS UP AND INDEMNITIES	27
26	CONDUCT OF BUSINESS BY THE LENDER	29
27	OTHER INDEMNITIES	29

29	RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS	30
30	PARTIAL INVALIDITY	31
31	NOTICES	31
32	COUNTERPARTS.....	32
33	GOVERNING LAW	32
34	JURISDICTION	32
	SCHEDULE 1 RIGHTS OF RECEIVERS	33
	SCHEDULE 2 REAL PROPERTY	35
	SCHEDULE 3 INVESTMENTS	36
	SCHEDULE 4 INTELLECTUAL PROPERTY	37

THIS DEBENTURE is made on

15 February

2023

BETWEEN

- (1) **CBC UK LIMITED** (company number 01973536) whose registered office is at Mansell Court, 69 Mansell Street, London, England, E1 8AN (the '**Chargor**'); and
- (2) **B.P. MARSH & COMPANY LIMITED** (company number 02455191) whose registered office is at 4 Matthew Parker Street, London, SW1H 9NP (the '**Lender**').

Background

- (A) The Chargor is entering into this Deed in connection with the Finance Documents.
- (B) The Board of Directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.
- (C) The Lender and the Chargor intend this document to take effect as a deed (even though the Lender only executes it under hand).

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed terms defined in the Loan Agreement shall have the meaning given to them when used in this Deed and:

'Administrator' means an administrator appointed under Schedule B1 to the Insolvency Act 1986.

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

'Bank Accounts' means all current, deposit or other accounts of the Chargor with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

'Book Debts' means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security and indemnities of any kind.

'Charged Assets' means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

'Charges' means all or any of the Security created or expressed to be created by or pursuant to this Deed.

'Currency of Account' means the currency in which the relevant indebtedness is denominated or, if different, is payable.

'Delegate' means a delegate or sub-delegate appointed under Clause 16.2 (*Delegation*).

'Enforcement Event' means any event or circumstance specified as such in Clause 13 (*Enforcement Events*).

'Finance Documents' means the Loan Agreement and any other agreement to which the Chargor or Paladin is a party and under which the Lender provides the Chargor or Paladin with any loan or other financial facility.

'Financial Indebtedness' means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

'Fixtures' means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

'Guaranteed Liabilities' means all present and future moneys, debts and liabilities due, owing or incurred by the Borrower to the Lender under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

'Insolvency Act' means the Insolvency Act 1986.

'Insurances' of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest.

'Insurance Broking Account' means a bank account designated as such by the Chargor into which it receives receipt of insurance and all related monies.

'Intellectual Property' of the Chargor means all trade marks, service marks and trade names, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same).

'Investments' of the Chargor means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depository receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

'Legal Reservations' means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcements by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) similar principles, rights and remedies under the laws of the jurisdiction of incorporation of the Chargor; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions delivered pursuant to a Finance Document.

'Liabilities' of the Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it or Paladin to the Lender on any current or other account, under the Loan Agreement, or otherwise in any manner whatsoever (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

'Loan Agreement' means the Loan Agreement dated on or about the date of this Deed and made between Paladin and the Lender in respect of a Loan Facility of up to £2,000,000.

'LPA' means the Law of Property Act 1925.

'Material Adverse Effect' means a material adverse effect on or material adverse change in:

- (a) the consolidated financial condition, assets, prospects or business of the Chargor taken as a whole;
- (b) the ability of the Chargor taken as a whole to perform and comply with its obligations under any Finance Document;
- (c) subject to the Legal Reservations, the validity, legality or enforceability of any Finance Document; or
- (d) subject to the Legal Reservations, the validity, legality or enforceability of any Security expressed to be created pursuant to any Security Document or on the priority and ranking of any of that Security.

'Paladin' means Paladin Holdings Limited (company number 10585116), the parent company of the Chargor.

'Party' means a party to this Deed.

'Perfection Requirements' means the making of the appropriate registrations of this Deed with the Registrar of Companies, H.M. Land Registry and the Land Charges Registry.

'Real Property' means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

'Receiver' means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

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

'Security Document' means this Deed and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

'Tax' means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

'VAT' means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Construction

- 1.2.1 Unless a contrary indication appears, any reference in this Deed to:
- 1.2.1.1 **'assets'** includes present and future properties, revenues and rights of every description;
 - 1.2.1.2 the **'Chargor'**, the **'Lender'** or any **'Party'** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
 - 1.2.1.3 a **'Finance Document'** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;
 - 1.2.1.4 **'indebtedness'** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.2.1.5 a **'person'** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.2.1.6 a **'regulation'** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
 - 1.2.1.7 a provision of law is a reference to that provision as amended or re-enacted.
- 1.2.2 Clause and Schedule headings are for ease of reference only.
- 1.2.3 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Deed.
- 1.2.4 An Enforcement Event is **'continuing'** if it has not been remedied or waived.

1.3 Third Party Rights

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

2 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Liabilities charges in favour of the Lender:

- 2.1 by way of first legal mortgage, all Real Property in England and Wales (including that

described in Schedule 2 (*Real Property*)) now belonging to it;

- 2.2 by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
- 2.3 by way of first fixed charge, all its present and future:
 - 2.3.1 Book Debts;
 - 2.3.2 Investments (including the shares described in Schedule 3 (*Investments*));
 - 2.3.3 uncalled capital and goodwill;
 - 2.3.4 Intellectual Property (including that described in Schedule 4 (*Intellectual Property*));
 - 2.3.5 beneficial interest in any pension fund;
 - 2.3.6 plant and machinery (except that mortgaged or charged by paragraph 2.1 or 2.2 of this Clause 2); and
 - 2.3.7 Insurances and all related proceeds, claims of any kind, returns of premium and other benefits.

3 FLOATING CHARGE

3.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Liabilities charges in favour of the Lender by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 2 (*Fixed Charges*)).

3.2 Qualifying Floating Charge

- 3.2.1 The floating Charge created by the Chargor pursuant to Clause 3.1 above (*Creation*) is a 'qualifying floating charge' for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.
- 3.2.2 Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Lender may appoint an Administrator of the Chargor pursuant to that paragraph.

3.3 Ranking

The floating Charge created by the Chargor ranks:

- 3.3.1 behind all the fixed Charges created by the Chargor; but
- 3.3.2 in priority to any other Security over the Charged Assets of the Chargor except for Security ranking in priority in accordance with paragraph 6 of Schedule 1 (*Rights of Receivers*).

3.4 Conversion by notice

The Lender may convert the floating Charge over all or any of the Charged Assets into

a fixed Charge by notice to the Chargor specifying the Charged Assets (either generally or specifically):

3.4.1 if it considers (acting reasonably) it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or

3.4.2 while an Enforcement Event is continuing.

3.5 Automatic conversion

3.5.1 the Chargor takes any step to create any Security in breach of Clause 4.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge; or

3.5.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

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

4 RESTRICTIONS AND FURTHER ASSURANCE

4.1 Security

The Chargor shall not create or permit to subsist any Security over any Charged Asset except for:

4.1.1 the Charges; and

4.1.2 any lien arising by operation of law and in the ordinary course of trading; and

4.1.3 a Debenture granted to Lloyds TSB Bank PLC dated 10 January 2007.

4.2 Disposal

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge and the disposal of which is not prohibited by any Finance Document.

4.3 Further assurance

The Chargor shall promptly do whatever the Lender reasonably requires:

4.3.1 to perfect or protect the Charges or the priority of the Charges; or

4.3.2 to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Lender or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction.

5 REAL PROPERTY

5.1 Acquisition

The Chargor shall promptly notify the Lender of its acquisition of, or agreement to acquire, any Real Property.

5.2 Documents

The Chargor shall procure that all title deeds and documents relating to the Chargor's present and future Real Property are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

5.3 Existing Real Property

In the case of the Chargor's existing Real Property in England and Wales, the Chargor shall:

5.3.1 promptly apply to H.M. Land Registry for first registration of that Real Property (where that Real Property is not already registered at H.M. Land Registry) and/or registration of the Chargor as proprietor of that Real Property;

5.3.2 promptly apply to H.M. Land Registry to register the first legal mortgage created by paragraph 2.1 of Clause 2 (*Fixed Charges*) and notice of all other Charges;

5.3.3 promptly submit to H.M. Land Registry the duly completed Form RX1 requesting a restriction in the form specified by the Lender to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph 2.1 of Clause 2 (*Fixed Charges*); and

5.3.4 promptly pay all appropriate registration fees,

or, if the Lender gives notice to the Chargor that the Lender will submit the relevant forms to H.M. Land Registry, the Chargor shall promptly provide the Lender with all duly completed forms reasonably requested by the Lender and all appropriate registration fees.

5.4 Future Real Property

In the case of the Chargor's future Real Property in England and Wales, the Chargor shall:

5.4.1 promptly apply to H.M. Land Registry for first registration of that Real Property (where that Real Property is not already registered at H.M. Land Registry) and registration of the Chargor as proprietor of that Real Property;

5.4.2 promptly apply to H.M. Land Registry to register the first fixed equitable charge created by paragraph 2.2 of Clause 2 (*Fixed Charges*);

5.4.3 promptly apply to H.M. Land Registry requesting a restriction in the form specified by the Lender to be entered on the register of the title to that Real Property in respect of the Charge created by paragraph 2.2 of Clause 2 (*Fixed Charges*); and

5.4.4 promptly pay all appropriate registration fees,

or, if the Lender gives notice to the Chargor that the Lender will submit the relevant forms to H.M. Land Registry, the Chargor shall promptly provide the Lender with all duly completed forms reasonably requested by the Lender and all appropriate registration fees.

5.5 Unregistered Real Property

In the case of the Chargor's Real Property in England and Wales, both present and future, which is not registered at H.M. Land Registry and is not required to be so registered, the Chargor will promptly apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Lender.

5.6 Legal charge

As security for the Liabilities, the Chargor shall promptly execute and deliver to the Lender such legal charge of such of its Real Property from time to time in England and/or Wales as the Lender requires. The Chargor shall promptly apply to H.M. Land Registry for registration of any such legal charge in the same way as set out in paragraphs 5.3.1 - 5.3.4 of Clause 5.2 (*Existing Real Property*), unless the Lender gives notice to the Chargor in relation to registration of such legal charge in the same way as set out in Clause 5.2 (*Existing Real Property*).

5.7 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 5, the Chargor shall promptly supply to the Lender a certified copy of the relevant Title Information Document issued by H.M Land Registry.

5.8 Compliance with obligations

The Chargor shall comply in all material respects with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property.

5.9 Leases

The Chargor shall:

- 5.9.1 comply with all obligations imposed on it, and enforce the due observance and performance of all obligations of all other persons of which it has the benefit, under any lease of Real Property;
- 5.9.2 not exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor; and
- 5.9.3 not exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by the general law.

5.10 Notices

The Chargor shall produce to the Lender within 7 days of receipt by it a copy of any statutory notice or other notice made in connection with any of its Real Property and comply with the reasonable instructions of the Lender in relation to any such

communication.

6 BOOK DEBTS

6.1 Collection

The Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Lender.

6.2 Payment into designated Bank Account(s)

The Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account.

6.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 4.1 (*Security*), 4.2 (*Disposal*) and 4.3 (*Further assurance*):

6.3.1 except for the Charges, the Chargor shall not create or permit to subsist any Security over all or any part of any of its Book Debts; and

6.3.2 except as required by Clause 4.3 (*Further assurance*), the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts.

6.4 Documents

The Chargor shall promptly execute and/or deliver to the Lender copies of such documents relating to such of its Book Debts as the Lender reasonably requires.

7 BANK ACCOUNTS

7.1 Restrictions on dealing with Bank Accounts

Subject to Clause 7.2 (*Insurance Broking Accounts*) and without prejudice and in addition to Clauses 4.1 (*Security*), 4.2 (*Disposal*) and 4.3 (*Further assurance*):

7.1.1 except for the Charges, the Chargor shall not create or have outstanding any Security over all or any part of any of its Bank Accounts; and

7.1.2 except as required by Clause 4.3 (*Further assurance*), the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts.

7.2 Insurance Broking Accounts

Notwithstanding the provisions of Clause 7.1 (*Restrictions on dealing with Bank Accounts*), nothing contained in this Deed shall restrict the Chargor in its dealings in any of its Insurance Broking Accounts.

7.3 Documents

The Chargor shall promptly execute and/or deliver to the Lender copies of such

documents relating to such of its Bank Accounts as the Lender requires, including any notice to the relevant bank or financial institution of the Charges over them.

8 INVESTMENTS

8.1 Acquisition

The Chargor shall promptly notify the Lender of its acquisition of, or agreement to acquire, any Investment.

8.2 Documents

The Chargor shall:

8.2.1 except to the extent the Lender notifies the Chargor from time to time to the contrary, deposit with the Lender, or as it directs, all certificates representing its Investments; and

8.2.2 execute and/or deliver to the Lender such other documents relating to its Investments, including transfers of Investments executed in blank, as the Lender reasonably requires.

8.3 Until any steps are taken to enforce the Security created by or under this deed, the Chargor shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Investments.

8.4 Voting after enforcement

At any time while an Enforcement Event is continuing:

8.4.1 the Lender or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit; and

8.4.2 the Chargor shall comply or procure the compliance with any directions of the Lender or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Lender or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

8.5 Communications

The Chargor shall promptly execute and/or deliver to the Lender a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Lender requires.

9 INTELLECTUAL PROPERTY

9.1 Acquisition

The Chargor shall promptly notify the Lender of its becoming the legal and/or beneficial owner of or of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property, and any application by it or on its behalf to register any Intellectual Property.

9.2 Documents

The Chargor shall promptly execute and/or deliver to the Lender copies of such documents relating to its Intellectual Property as the Lender reasonably requires.

9.3 Maintenance

The Chargor shall use all reasonable endeavours 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 used in or necessary for the conduct of its business from time to time, including:

- 9.3.1 paying all renewal fees and other outgoings relating to all registered Intellectual Property held by it;
- 9.3.2 performing and complying with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such Intellectual Property;
- 9.3.3 not discontinuing the use of any such Intellectual Property;
- 9.3.4 obtaining registrations for Intellectual Property where registration is desirable in order to preserve and/ or validate the Intellectual Property rights or interests of the Chargor; and
- 9.3.5 commencing and diligently undertaking the prosecution of infringement actions or oppositions where appropriate against third parties where failure to do so would materially compromise the Intellectual Property rights or interests of the Chargor.

9.4 Grant

Without prejudice to Clause 4.2 (*Disposal*), the Chargor shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property.

10 INSURANCE

10.1 Documents

The Chargor shall promptly:

- 10.1.1 execute and/or deliver to the Lender a copy of such insurance policies effected by it and the related premium receipts, and such other documents relating to the Insurances, as the Lender requires; and
- 10.1.2 procure that the fixed Charges over its Insurances are noted on the relevant policies.

10.2 Maintenance

The Chargor shall maintain such Insurances in respect of its Charged Assets, in respect of such risks as are normally maintained by prudent companies carrying on similar businesses. If the Lender so requires, those Insurances (and any other insurances in respect of such risks as the Lender reasonably requires) shall be maintained with such insurers, in such amounts and on such terms as the Lender reasonably requires.

10.3 Enforceability

The Chargor shall not do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable.

10.4 Lender may insure

If the Chargor fails on demand to produce copies of insurance policies, premium receipts and such other evidence as the Lender requires which prove to the satisfaction of the Lender that the Chargor is complying with Clause 10.2 (*Maintenance*), the Lender may (at the Chargor's expense) arrange such insurances of the assets of the Chargor or any of them as it thinks fit.

11 GENERAL UNDERTAKINGS

11.1 Authorisations

The Chargor shall promptly:

11.1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

11.1.2 supply certified copies to the Lender of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

11.2 Perfection Requirements

The Chargor shall promptly comply with the Perfection Requirements.

11.3 Compliance with laws

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply might have a Material Adverse Effect.

11.4 Protection of assets

The Chargor shall keep or cause to be kept all its Charged Assets in good working order and condition, ordinary wear and tear excepted.

11.5 Access

The Chargor shall ensure that representatives of the Lender (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of any of its Charged Assets.

11.6 No fixing

The Chargor shall not fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset.

11.7 No other prejudicial conduct

The Chargor shall not do, nor permit to be done, anything which could prejudice the Charges.

11.8 Information

The Chargor shall:

11.8.1 notify the Lender of the occurrence of any Enforcement Event or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Enforcement Event (and of the steps, if any, being taken to remedy it) promptly upon becoming aware of it; and

11.8.2 promptly deliver to the Lender such further information regarding the financial condition, business and operations of it or any of its Subsidiaries as the Lender may reasonably request.

11.9 Merger

The Chargor shall not enter into any amalgamation, demerger, merger or corporate reconstruction without the prior written consent of the Lender.

12 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 12 to the Lender on the date of this Deed.

12.1 Status

12.1.1 It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

12.1.2 It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

12.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable, subject to:

12.2.1 the Legal Reservations; or

12.2.2 in the case of this Deed, the Perfection Requirements.

12.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

12.3.1 any law or regulation applicable to it;

12.3.2 its and each of its Subsidiaries' constitutional documents; or

12.3.3 any agreement or instrument binding upon it or any of its Subsidiaries or any

of its or any of its Subsidiaries' assets,

nor (except for the Charges) result in the existence of, or oblige it to create, any Security over any of its assets.

12.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

12.5 Validity and admissibility in evidence

All Authorisations required:

12.5.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

12.5.2 to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

12.5.3 to enable it to create the Charges and to ensure that the Charges have and will have the priority and ranking which they are expressed to have,

have been obtained or effected and are in full force and effect save for the Perfection Requirements.

12.6 Governing law and enforcement

12.6.1 The choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

12.6.2 Any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

12.7 Deduction of Tax

It is not required under the law of its jurisdiction of incorporation to make any deduction for or on account of Tax from any payment it may make under any Finance Document.

12.8 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or (except for the Perfection Requirements) other authority in that jurisdiction or any stamp, registration or similar Tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

12.9 No default

12.9.1 No Enforcement Event or event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Enforcement Event is continuing, or might reasonably be expected to result from the entry into or performance of, or the transactions contemplated by, any Finance Document.

- 12.9.2 No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or its Subsidiaries') assets are subject which might have a Material Adverse Effect.

12.10 Ranking

- 12.10.1 Subject to the Perfection Requirements and the Legal Reservations this Deed creates in favour of the Lender the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have.
- 12.10.2 Without limiting paragraph 12.10.1 above, its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

12.11 Title

It has good and marketable title to the assets which are expressed to be subject to the Security created by it pursuant to any Security Document, free from all Security except the Security created pursuant to, or permitted by the Finance Documents.

12.12 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

12.13 No existing Security

Except for the Charges, no Security exists on or over its assets.

12.14 All assets

The assets set out in each of Schedule 2 (*Real Property*) to Schedule 4 (*Intellectual Property*) in relation to the Chargor constitute all of the relevant class of assets in which the Chargor has an interest.

12.15 Repetition

Each of the representations and warranties in Clauses 12.1 (*Status*) to 12.4 (*Power and authority*), 12.6 (*Governing law and enforcement*) and 12.9 (*No default*) to 12.13 (*No existing Security*) are deemed to be made by the Chargor by reference to the facts and circumstances then existing at all times during the continuance of this Security.

13 ENFORCEMENT EVENTS

Each of the events or circumstances set out in Clause 13 is an Enforcement Event:

13.1 Loan Agreement

An Event of Default occurs and is continuing.

13.2 Unlawfulness

It is or becomes unlawful for the Chargor to perform any of its obligations under the Finance Documents.

13.3 Repudiation

The Chargor repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

13.4 Security

Any Security Document is not in full force and effect or does not create in favour of the Lender the Security which it is expressed to create with the ranking and priority it is expressed to have.

13.5 Material adverse change

The Lender determines (acting reasonably) that a Material Adverse Effect has occurred or is likely to occur.

14 ENFORCEMENT

14.1 When enforceable

As between the Chargor and the Lender the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing.

14.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

14.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

15 APPOINTMENT AND RIGHTS OF RECEIVERS

15.1 Appointment of Receivers

If:

- 15.1.1 requested by any Chargor;
- 15.1.2 any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of the Chargor; or
- 15.1.3 any other Enforcement Event is continuing (whether or not the Lender has taken possession of the Charged Assets),

without any notice or further notice, the Lender may, by deed, or otherwise in writing signed by any officer or manager of the Lender or any person authorised for this purpose by the Lender, appoint one or more persons to be a Receiver. The Lender may similarly remove any Receiver and appoint any qualified (meaning a person who,

under the Insolvency Act, is qualified to act as a receiver of the property of any company with respect to which he or she is appointed) person instead of any Receiver. If the Lender appoints more than one person as Receiver, the Lender may give those persons power to act either jointly or severally.

15.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 1 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

15.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 15 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 1 (*Rights of Receivers*).

15.4 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

15.5 Remuneration

The Lender may determine (acting reasonably) the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The Chargor shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver which are properly incurred.

16 LENDER'S RIGHTS

16.1 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Lender, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Charged Assets.

16.2 Delegation

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

16.3 Financial collateral arrangement

To the extent that this Deed constitutes a 'financial collateral arrangement' (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the '**Regulations**')) the Lender shall have the right:

- 16.3.1 to use and dispose of any Charged Asset which constitutes 'financial collateral' (as defined in the Regulations ('**Financial Collateral**')), in which

case the Lender shall comply with the requirements of the Regulations as to obtaining 'equivalent financial collateral' (as defined in the Regulations); and

- 16.3.2 (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Liabilities in accordance with the Regulations.

17 ORDER OF DISTRIBUTIONS

17.1 Application of proceeds

All amounts received or recovered by the Lender or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 17.2 (*Order of distributions*).

17.2 Order of distributions

The order referred to in Clause 17.1 (*Application of proceeds*) is:

- 17.2.1 in or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him;
- 17.2.2 in or towards the payment of the Liabilities in such order as the Lender thinks fit; and
- 17.2.3 in payment of any surplus to the Chargor or other person entitled to it.

18 LIABILITY OF LENDER, RECEIVERS AND DELEGATES

18.1 Possession

If the Lender, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 18.2 (*Lender's liability*), the Lender shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of the Chargor.

18.2 Lender's liability

Neither the Lender nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Lender, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

19 POWER OF ATTORNEY

19.1 Appointment

The Chargor, upon the occurrence of an Enforcement Event that is continuing, by way of security irrevocably appoints the Lender, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

19.1.1 to do anything which the Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and

19.1.2 to exercise any of the rights conferred on the Lender, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act.

19.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do lawfully in the exercise or purported exercise of the power of attorney granted by it in Clause 19.1 (*Appointment*).

20 PROTECTION OF THIRD PARTIES

20.1 No duty to enquire

No person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

20.1.1 whether the rights conferred by or pursuant to any Finance Document are exercisable;

20.1.2 whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

20.1.3 otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

20.1.4 as to the application of any money borrowed or raised.

20.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Lender, any Receiver or any Delegate.

21 SAVING PROVISIONS

21.1 Continuing Security

Subject to Clause 22 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities and Guaranteed Liabilities respectively, regardless of any intermediate payment or discharge in whole or in part.

21.2 Reinstatement

If as a result of insolvency or any similar event:

21.2.1 any payment by the Chargor is avoided, reduced or must be restored; or

21.2.2 any discharge or arrangement (whether in respect of the obligations of the

Chargor or any security for those obligations or otherwise) is made in whole or in part on the basis of any payment, security or other thing which is avoided, reduced or must be restored,

21.2.2.1 the liability of the Chargor shall continue or be reinstated as if the payment, discharge or arrangement had not occurred; and

21.2.2.2 the Lender shall be entitled to recover the value or amount of that payment or security from the Chargor, as if the payment, discharge or arrangement had not occurred.

21.3 Waiver of defences

The obligations of the Chargor under this Clause 21 will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document or this Clause 21 (without limitation and whether or not known to it or the Lender) including:

21.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;

21.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of any other person;

21.3.3 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 Chargor or other person or any non- presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

21.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;

21.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

21.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

21.3.7 any insolvency or similar proceedings.

21.4 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 Clause 21. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

21.5 Appropriations

Until all amounts which may be or become payable by the Chargor under or in

connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

21.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

21.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Clause 21.

21.6 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability, arising under this Clause 21 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender. If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargor under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 17 (*Order of distributions*).

21.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by the Lender.

21.8 Tacking

The Lender shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

22 DISCHARGE OF SECURITY

22.1 Final redemption

Subject to Clause 22.2 (*Retention of security*), if the Lender is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Lender shall at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

22.2 Retention of security

If the Lender considers (acting reasonably) that any amount paid or credited to it under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

22.3 Consolidation

Section 93 of the LPA shall not apply to the Charges.

23 EXPENSES AND INTEREST

23.1 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Lender the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Lender, any Receiver or any Delegate in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with any Finance Document, or any consideration by the Lender as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release).

23.2 Default interest

23.2.1 If the Chargor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate equal to the sum of two per cent. and the base rate of the Bank of England in the Currency of Account calculated for successive interest periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this Clause 23.2 shall be immediately payable by the Chargor on demand by the Lender.

23.2.2 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each interest period applicable to that overdue amount but will remain immediately due and payable.

24 PAYMENTS

24.1 Payments

All payments by the Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Lender may direct.

24.2 Continuation of accounts

At any time after:

24.2.1 the receipt by the Lender of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or

24.2.2 the presentation of a petition or the passing of a resolution in relation to the winding-up of the Chargor,

the Lender may open a new account in the name of the Chargor with the Lender (whether or not it permits any existing account to continue). If the Lender does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Chargor is party.

25 TAX GROSS UP AND INDEMNITIES

25.1 Definitions

25.1.1 In this Deed:

'Tax Credit' means a credit against, relief or remission for, or repayment of any Tax.

'Tax Deduction' means a deduction or withholding for or on account of Tax from a payment under a Finance Document.

'Tax Payment' means an increased payment made by the Chargor to the Lender under Clause 25.2 (*Tax gross-up*) or a payment under Clause 25.3 (*Tax indemnity*).

25.1.2 Unless a contrary indication appears, in this Clause 25 a reference to 'determines' or 'determined' means a determination made in the absolute discretion of the person making the determination.

25.2 Tax gross-up

25.2.1 The Chargor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

25.2.2 The Chargor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly. Similarly, the Lender shall notify the Chargor on becoming so aware in respect of a payment payable to it.

25.2.3 If a Tax Deduction is required by law to be made by the Chargor, the

amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

25.2.4 If the Chargor is required to make a Tax Deduction, the Chargor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

25.2.5 Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

25.3 Tax indemnity

25.3.1 The Chargor shall (within three Business Days of demand by the Lender) pay to the Lender, any Receiver and any Delegate an amount equal to the loss, liability or cost which it determines will be or has been (directly or indirectly) suffered for or on account of Tax by it in respect of a Finance Document.

25.3.2 Paragraph 25.3.1 above shall not apply:

25.3.2.1 with respect to any Tax assessed on the Lender:

25.3.2.1.1 under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

25.3.2.1.2 under the law of the jurisdiction in which the Lender's office through which it is acting in connection with this Deed is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

25.3.2.2 to the extent a loss, liability or cost is compensated for by an increased payment under Clause 25.2 (*Tax gross-up*).

25.4 Tax Credit

If the Chargor makes a Tax Payment and the Lender determines that:

25.4.1 a Tax Credit is attributable to that Tax Payment; and

25.4.2 the Lender has obtained, utilised and retained that Tax Credit,

the Lender shall pay an amount to the Chargor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been made by the Chargor.

25.5 Stamp taxes

The Chargor shall pay and, within three Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

25.6 Value added tax

25.6.1 All consideration expressed to be payable under a Finance Document by the Chargor to the Lender or any Receiver or Delegate shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by the Lender or any Receiver or Delegate to any Party in connection with a Finance Document, the Chargor shall pay to the Lender, Receiver or Delegate (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT.

25.6.2 Where a Finance Document requires the Chargor to reimburse the Lender or any Receiver or Delegate for any costs or expenses, the Chargor shall also at the same time pay and indemnify the Lender, Receiver or Delegate against all VAT incurred by the Lender, Receiver or Delegate in respect of the costs or expenses.

26 CONDUCT OF BUSINESS BY THE LENDER

No provision of this Deed will:

- 26.1 interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- 26.2 oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- 26.3 oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

27 OTHER INDEMNITIES

27.1 Currency indemnity

27.1.1 If any sum due from the Chargor under the Finance Documents (a '**Sum**'), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the '**First Currency**') in which that Sum is payable into another currency (the '**Second Currency**') for the purpose of:

- 27.1.1.1 making or filing a claim or proof against the Chargor;
- 27.1.1.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum.

- 27.1.2 The Chargor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

27.2 Indemnities separate

Each indemnity in each Finance Document shall:

- 27.2.1 constitute a separate and independent obligation from the other obligations in that or any other Finance Document;
- 27.2.2 give rise to a separate and independent cause of action;
- 27.2.3 apply irrespective of any indulgence granted by the Lender;
- 27.2.4 continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
- 27.2.5 apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to the Lender.

28 SET-OFF

The Lender may set off any matured obligation due from the Chargor under the Finance Documents (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.

29 RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

29.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

29.2 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, Receiver or Delegate any right or remedy under the Finance Documents 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 the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

29.3 Amendments and waivers

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

29.4 Determinations

Any certification or determination by the Lender or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

30 PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents 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.

31 NOTICES

31.1 Communications in writing

Any communication or document to be made or delivered under or in connection with the Finance Documents shall be made or delivered in writing.

31.2 Addresses

The address (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 Finance Documents is, in the case of the Lender and the Chargor, that identified with its name below, or any substitute address 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.

31.3 Delivery

31.3.1 Any communication or document made or delivered to the Chargor under or in connection with the Finance Documents will only be effective if delivered 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 31.2 (Addresses), if addressed to that department or officer.

31.3.2 in the case of the Chargor:

Address 69 Mansell Street, London, E1 8AN

For the attention of: the directors

31.3.3 in the case of the Lender:

Address 4 Matthew Parker Street, London, SW1H 9NP

For the attention of the directors of B. P. Marsh & Company Limited,

32 COUNTERPARTS

This Deed 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 this Deed.

33 GOVERNING LAW

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

34 JURISDICTION

34.1 Jurisdiction of English courts

34.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the Finance Documents (including a dispute relating to non-contractual obligations arising out of or in connection with the Finance Documents or a dispute regarding the existence, validity or termination any Finance Document) (a 'Dispute').

34.1.2 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.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 15 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

- 1 Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to the Lender of any Book Debts or credit balance on any Bank Account;
- 2 Carry on business

to manage and carry on any business of the Chargor;
- 3 Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Chargor is a party;
- 4 Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph 5 (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);
- 5 Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;
- 6 Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);
- 7 Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;
- 8 Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph 5

(*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

9 Rights of ownership

to manage and use the Charged Assets and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

10 Insurance, repairs, improvements etc.

to insure the Charged Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

11 Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to the Charged Assets;

12 Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of the Chargor;

13 Redemption of Security

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

14 Employees etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by the Chargor;

15 Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed; and

16 Other powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the Chargor is party, the LPA or the Insolvency Act.

**SCHEDULE 2
REAL PROPERTY**

Address of Property	Immediate landlord	Superior landlord	Title Number	Tenure (freehold or leasehold)
Fourth and Fifth Floors, Mansell Court, 69 Mansell Street, London E1 8AN	United Insurance Brokers Ltd	City of London Corporation	EGL299781 and EGL299799	Leasehold

**SCHEDULE 3
INVESTMENTS**

Company	No. of Share
DIXONS CARPHONE PLC	78
[FORMER FORMER HOLDINGS + VALUES	507
WPP GROUP PLC	190
IMPERIAL TOBACCO GROUP PLC	108
LYONDELL PETROCHEMICAL COMPANY [FORMERLY MILLENNIUM CHEMICALS INC]	14
CAM AXYS PLC [FORMERLY FIELDENS PLC]	206
TT GROUP PLC	1000
LOW AND BONAR PLC	3335
BURBERRY PLC	770
ROK PROPERTY SOLUTIONS PLC	622
	[ORIGINAL]
	3110
	[AMENDED]

**SCHEDULE 4
INTELLECTUAL PROPERTY**

Trade Marks

None

Domain Name

Domain Name	REGISTRAR	RENEWAL DATE	STATUS
cbcinsurance.co.uk			Registered

EXECUTED as a deed by
B. P. MARSH & COMPANY LIMITED
in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

FRANCESCA LAWLEY

Witness' address:

94 NORTHOMBOURNE AVENUE

6550, RML 2HP

Witness' occupation:

ACCOUNTANT

EXECUTED as a deed by
CBC UK LIMITED
in the presence of:

)
)
)



Director

Witness' signature:



Witness' name:

JESSICA BALDWIN

Witness' address:

196 CLOVESTER DRIVE

LONDON, N4 2GF

Witness' occupation:

EXECUTIVE ASSISTANT