



Registration of a Charge

Company name: **BASECHANGE LIMITED**

Company number: **01983949**



X57ASVZT

Received for Electronic Filing: **19/05/2016**

Details of Charge

Date of creation: **06/05/2016**

Charge code: **0198 3949 0002**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

LOWRI GWYN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1983949

Charge code: 0198 3949 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2016 and created by BASECHANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2016 .

Given at Companies House, Cardiff on 20th May 2016

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

EVERSHEDS

We hereby certify this to be a
true copy of the original subject
to redaction under s859G
Companies Act 2006.

Eversheds LLP
18/05/16.

Dated:

6 May

2016

- (1) PINEAPPLE CORPORATION PLC AND THE COMPANIES NAMED IN THIS DEED
as Chargors
- (2) BARCLAYS BANK PLC as Security Agent

Debenture

CONTENTS

Clause		Page
1	INTERPRETATION	1
2	COVENANT TO PAY	4
3	GRANT OF SECURITY	4
4	CONSENTS	6
5	CONVERSION OF FLOATING CHARGE	6
6	REPRESENTATIONS	7
7	UNDERTAKINGS	7
8	RIGHTS OF ENFORCEMENT	12
9	POWERS OF A RECEIVER	13
10	APPLICATION OF PROCEEDS	14
11	PROTECTION OF THIRD PARTIES	15
12	PROTECTION OF SECURITY AGENT	15
13	SAVING PROVISIONS	15
14	CHANGES TO THE PARTIES	18
15	COUNTERPARTS	18
16	GOVERNING LAW	18
17	JURISDICTION	18
Schedules		
1	The Chargors	19
2	Details of Secured Property	20
3	Notices	31

This Deed is made on

6 May

2016

between:

- (1) **PINEAPPLE CORPORATION PLC** (the "Company");
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (together with the Company, the "Chargors"); and
- (3) **BARCLAYS BANK PLC** as security trustee for the Secured Parties (the "Security Agent").

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Assigned Agreement" means each document or agreement expressed to be assigned under Clause 3.3 (*Assignment*).

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Bank Account" means all current, deposit or other accounts maintained with any bank, financial institution or other person.

"Book Debts" means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Event of Default" has the meaning given to that term in the Facility Agreement.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between, amongst others, the Chargors, the Security Agent and the Finance Parties.

"Finance Document" means the Facility Agreement, any Security Document, any Hedging Agreement, any Subordination Agreement, any Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter, any Resignation Letter or any other document designated as such by the Agent and the Company.

"Finance Party" means the Security Agent, the Agent, the Arranger, a Hedge Counterparty and a Lender (as each term is defined in the Facility Agreement).

"Floating Charge Asset" means, at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" means all contracts or policies of insurance of whatever nature.

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions,

patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered and (b) the benefit of any applications and rights to use such assets, in each case throughout the world now and in the future.

"Investments" means:

- (a) the Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

"Lease Document" means:

- (a) any Occupational Lease for all or part of any Real Property;
- (b) any agreement to grant an Occupational Lease for all or part of any Real Property; and
- (c) any other document designated as such by the Agent and the Company.

"LPA" means the Law of Property Act 1925.

"Managing Agent Agreement" means any arrangement, agreement or other document appointing any Managing Agent.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which any Real Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

"Secured Liabilities" all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Secured Property" means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Shares" means any shares specified in Part IV of Schedule 2 (*Details of Secured Property*).

"Specified IPR" means the Intellectual Property rights specified in Part VIII of Schedule 2 (*Details of Secured Property*).

"Subordinated Debt Agreement" means any arrangement, agreement or other document evidencing any Subordinated Debt.

1.2 Construction

1.2.1 Unless a contrary indication appears, in this Deed:

1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Deed;

1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement (with the exception of clause 1.2.3) apply to this Deed as if set out in full in this Deed, except that references to the Facility Agreement shall be construed as references to this Deed; and

1.2.1.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

1.2.2.1 any **"asset"** includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;

1.2.2.2 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 or replaced from time to time; and

1.2.2.3 an account is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time.

1.2.3 Where this Deed includes the words **"including"**, **"in particular"** or **"or otherwise"** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 References to any Security **"created by this Deed"** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or any Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

- 1.4.3 Any Receiver, Delegate or any person described in clause 27.8.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. COVENANT TO PAY

Each Chargor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. GRANT OF SECURITY

3.1 Mortgage

Each Chargor charges by way of first legal mortgage:

- 3.1.1 all its Real Property described opposite its name in Parts I, II and III of Schedule 2 (*Details of Secured Property*); and

- 3.1.2 all its other Real Property (if any) as at the date of this Deed.

3.2 Fixed charges

Each Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not effectively otherwise mortgaged or charged under this Deed;
- 3.2.4 all its Shares;
- 3.2.5 all its Investments (other than its Shares charged under Clause 3.2.4);
- 3.2.6 all its Bank Accounts maintained with a Secured Party, including any listed in Part V of Schedule 2 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account;
- 3.2.7 all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Book Debts including Rental Income, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all its Intellectual Property, if any, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.11 all its Assigned Agreements, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.12 all Associated Benefits relating to its Secured Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*).

3.3 Assignment

Each Chargor assigns by way of security:

- 3.3.1 all Its Insurances, including any listed in Part VI of Schedule 2 (*Details of Secured Property*);
- 3.3.2 all Its Lease Documents;
- 3.3.3 all Its Rental Income;
- 3.3.4 all Its Hedging Agreements, including any listed in Part VII of Schedule 2 (*Details of Secured Property*);
- 3.3.5 all Its Managing Agent Agreements, including any listed in Part VII of Schedule 2 (*Details of Secured Property*);
- 3.3.6 all Its Subordinated Debt Agreements, including any listed in Part VII of Schedule 2 (*Details of Secured Property*);
- 3.3.7 any agreement for the sale of any of Its Secured Property;
- 3.3.8 all Its Bank Accounts maintained with any bank, financial institution or other person (other than any Secured Party), including any listed in Part VII of Schedule 2 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account; and
- 3.3.9 all Its Specified IPR,

In each case, together with all Associated Benefits relating to such Secured Property.

3.4 Floating charge

- 3.4.1 Each Chargor charges by way of floating charge all Its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).
- 3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 General

All Security created by this Deed:

- 3.5.1 is created in favour of the Security Agent, as security trustee for the Secured Parties;
- 3.5.2 unless specifically stated otherwise, is created over the present and future assets of the relevant Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

- 3.6.1 regardless of the date on which any of the Secured Liabilities were incurred;

- 5.2.2 No floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

6. REPRESENTATIONS

Each Chargor makes the representations contained in this Clause 6 to the Security Agent by reference to the facts and circumstances then existing on the date of this Deed, on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

6.1 Title to Secured Property

It is the sole legal and beneficial owner of the Secured Property.

6.2 Intellectual Property

- 6.2.1 It is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property, if any, which is material in the context of its business and which is required by it in order to carry on its business.
- 6.2.2 As far as the Chargors are aware, it does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect.
- 6.2.3 It has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property, if any, owned by it.

7. UNDERTAKINGS

7.1 Negative pledge and restriction on dealing

- 7.1.1 No Chargor may create or permit to subsist any Security over any of its assets.

7.1.2 No Chargor may:

- 7.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by another Obligor;
- 7.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- 7.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- 7.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 7.1.3 Clauses 7.1.1 and 7.1.2 shall not apply to any Security or arrangement permitted under the Facility Agreement.

7.2 Notice of charge or assignment

Each Chargor shall serve notice of each charge or assignment created under this Deed in respect of:

3.6.2 notwithstanding any intermediate payment or discharge; and

3.6.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.7 Additional security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party. No prior Security held by the Security Agent or any Secured Party over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.8 Validity of details of Secured Property

The fact that incorrect or incomplete details of any Secured Property are included or inserted in the Schedules will not affect the validity or enforceability of the Security created by this Deed.

4. CONSENTS

4.1 Each Chargor represents to the Security Agent on the date of this Deed that each of the Assigned Agreements in which it has any right, title or interest in, under or to, is capable of being freely assigned by it without the consent of any other person.

4.2 Each Chargor shall ensure that any agreement it enters into after the date of this Deed is capable of being freely assigned without the consent of any other person.

5. CONVERSION OF FLOATING CHARGE

5.1 Conversion by notice

The Security Agent may, by notice to a Chargor, crystallise and convert the floating charge created by that Chargor under this Deed into a fixed charge over any or all of that Chargor's Floating Charge Assets if:

5.1.1 an Event of Default occurs which is continuing;

5.1.2 the Security Agent becomes aware of any intention or proposal to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of that Chargor or any of its assets; or

5.1.3 the Security Agent considers that any Floating Charge Asset is in danger of being seized or sold under any legal process, or such assets are otherwise in jeopardy.

5.2 Automatic conversion

5.2.1 A floating charge created by any Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:

5.2.1.1 any step is taken by any person to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer or to effect any distress, attachment, execution or other legal process in respect of that Chargor or any of its assets; or

5.2.1.2 any Chargor creates or purports to create any Security or Quasi-Security over any Floating Charge Asset in breach of any of the Finance Documents.

- 7.2.1 in respect of the Real Property listed in Parts I, II and III of Schedule 2, each of its Insurances, by sending a notice substantially in the form of Part I of Schedule 3 (*Notices*) to the relevant insurance company or underwriter on the date of this Deed (in the case of any Insurances existing on the date of this Deed) and on the date of entry into of any other Insurances (in the case of any Insurances entered into after the date of this Deed);
- 7.2.2 following the occurrence of a Default if the Security Agent so requests, each of its Lease Documents, by sending a notice substantially in the form of Part II of Schedule 3 (*Notices*) to the relevant tenant, licensee or other occupier on the date of this Deed (in the case of any Lease Document existing on the date of this Deed) and on the date of entry into of any other Lease Document (in the case of any Lease Document entered into after the date of this Deed);
- 7.2.3 each of its Assigned Agreements other than any Insurances and any Lease Documents (a "**Relevant Assigned Agreement**"), by sending a notice substantially in the form of Part III of Schedule 3 (*Notices*) to each counterparty to that Relevant Assigned Agreement on the date of this Deed (in the case of any Relevant Assigned Agreement existing on the date of this Deed) and on the date of entry into of any other Relevant Assigned Agreement (in the case of any Relevant Assigned Agreement entered into after the date of this Deed); and
- 7.2.4 each of its accounts charged under Clause 3.2.6 or assigned under Clause 3.3.8, by sending a notice substantially in the form of:
- 7.2.4.1 Part IV of Schedule 3 (*Notices*) in the case of any account in respect of which the Security Agent has sole signing rights; and
- 7.2.4.2 Part V of Schedule 3 (*Notices*) in the case of any account in respect of which the Security Agent does not have sole signing rights; and

to the person with whom that account is held, in each case, on the date of this Deed (in the case of any account existing on the date of this Deed) and on the date of opening of any other account (in the case of any account opened after the date of this Deed).

7.3 Acknowledgment of charge or assignment

Each Chargor shall procure that each notice served by it under Clause 7.2 is, on the date of such notice, acknowledged by the recipient in the form attached to such notice.

7.4 Secured Property

Each Chargor shall, promptly upon request by the Security Agent at any time:

- 7.4.1 deposit with the Security Agent all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Security Agent may require, relating to its Secured Property;
- 7.4.2 affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Agent may require, a clearly legible identification plate stating that the asset has been charged to the Security Agent, in a form acceptable to the Security Agent; and
- 7.4.3 provide the Security Agent with all information it may reasonably request in relation to its Secured Property.

7.5 Real Property Restriction

Each Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour Barclays Bank PLC as security trustee referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

7.6 Investments

7.6.1 No Chargor may:

7.6.1.1 take or permit the taking of any action which may adversely affect the value of its Investments, prejudice the interests of any Secured Party under any Finance Document or result in the rights attaching to the Investments being altered or diluted; or

7.6.1.2 except where the Security Agent so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.

7.6.2 Subject to Clause 7.6.1 and provided that no Event of Default is continuing, each Chargor may:

7.6.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and

7.6.2.2 exercise all voting and other rights attaching to its Investments, provided that it does so for a purpose not inconsistent with any Finance Document.

7.6.3 While any Event of Default is continuing, each Chargor shall:

7.6.3.1 hold any dividends or other income received in respect of the Investments on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct; and

7.6.3.2 exercise all voting and other rights attaching to the Investments as the Security Agent may direct.

7.6.4 The Security Agent may, at any time, perfect the Security over any of the Investments created by this Deed. On request, each Chargor shall execute any relevant instruments of transfer and procure that they are immediately registered in the statutory registers of the relevant company and that share certificates in the name of the Security Agent and/or its nominee(s) in respect of such Investments are delivered to the Security Agent as soon as reasonably practicable.

7.6.5 At any time when any of the Investments are registered in the name of the Security Agent or its nominee:

7.6.5.1 while no Event of Default is continuing, the Security Agent shall account to the relevant Chargor for any dividends or other income received in respect of the Investments and, subject to Clause 7.6.1, shall exercise all voting and other rights attaching to the relevant Investments as such Chargor may direct, provided that such directions would not cause any Secured Party to be in breach of any other agreement or obligation; and

7.6.5.2 while any Event of Default is continuing, the Security Agent may retain any dividends or other income and apply the same in accordance with the terms of the Finance Documents, and exercise or refrain from exercising such voting or other rights attaching to the relevant Investments as it thinks fit.

7.6.6 The Security Agent shall have no duty to ensure that any dividends or other amounts are paid or received nor to take any action in connection with any distribution rights in respect of any of the Investments.

7.7 Bank Accounts

Each Chargor shall operate each Bank Account in accordance with the Facility Agreement and the terms provided in the notice referred to in Clause 7.2 (*Notice of charge or assignment*) and take such action as the Security Agent may require to ensure that the account mandate for each Bank Account is altered in such way as the Security Agent may direct.

7.8 Book Debts

Each Chargor shall:

7.8.1 promptly collect each Book Debt when due for payment;

7.8.2 promptly take and pursue all action necessary to recover any Book Debts which is not paid when due in accordance, if applicable, with any instructions from the Security Agent;

7.8.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Agent; and

7.8.4 immediately upon receipt, pay all amounts received in respect of any Book Debts in accordance with the terms of the Facility Agreement and, pending such payment, hold such amounts on trust for the Security Agent.

7.9 Intellectual Property

7.9.1 Each Chargor shall:

7.9.1.1 preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business, if any;

7.9.1.2 use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property, if any;

7.9.1.3 make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property, if any, in full force and effect and record its interest in that Intellectual Property;

7.9.1.4 not use or permit the Intellectual Property, if any, to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect

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

7.9.1.5 not discontinue the use of the Intellectual Property, if any.

7.9.2 Upon receiving a request from the Lender, each Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by this Deed.

7.10 Assigned Agreements

7.10.1 Each Chargor shall:

7.10.1.1 on the date of entry into an Assigned Agreement, deliver to the Security Agent a certified copy of such Assigned Agreement;

7.10.1.2 perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each Assigned Agreement in a diligent and timely manner;

7.10.1.3 not make or agree to make any amendments or modifications to, nor waive any of its rights under, nor exercise any right to terminate any Assigned Agreement, except, in each case, as permitted under the Facility Agreement; and

7.10.1.4 promptly inform the Security Agent of any material disputes relating to each Assigned Agreement.

7.10.2 Subject to Clause 7.10.1 and provided that no Event of Default is continuing, each Chargor may exercise its rights under each Assigned Agreement without further reference to the Security Agent, unless such exercise is reasonably likely to result in a Default, adversely affect the value of the Secured Property or prejudice the interests of the Secured Parties under any Finance Document.

7.10.3 While any Event of Default is continuing, each Chargor shall exercise its rights under each Assigned Agreement in accordance with the instructions of the Security Agent.

7.11 Further assurance

Each Chargor shall (and the Company shall procure that each other member of the Group including each Obligor shall) promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Agent may reasonably require:

7.11.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;

7.11.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and/or

7.11.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

7.12 Power to remedy

If any Chargor fails to comply with any of its obligations under this Deed, the Security Agent (or its nominee) may (at that Chargor's expense) take such action as is necessary

to protect any assets against the consequences of that Chargor's non-compliance and/or to ensure compliance with such obligations. The Security Agent is not obliged to perform any obligation of a Chargor nor to take any action which it may be entitled to take under this Deed.

7.13 Power of attorney

7.13.1 As security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Agent, each Receiver and each Delegate to be its attorney, with full power of substitution.

7.13.2 The attorney may, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or which the Security Agent, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

7.13.3 Each Chargor ratifies and confirms anything done by any attorney under this Clause 7.13. Each Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all reasonable costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

8. RIGHTS OF ENFORCEMENT

8.1 Secured Liabilities deemed payable

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to be due and payable on the date of this Deed.

8.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

8.3 Enforcement powers

At any time when the Security created by this Deed is enforceable, the Security Agent may, without further notice:

8.3.1 appoint one or more persons to be a Receiver of all or any part of the Secured Property;

8.3.2 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and

8.3.3 take such further action as it sees fit to enforce all or any part of the Security created by Deed.

8.4 Rights in relation to a Receiver

The Security Agent may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Agent may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Liabilities.

8.5 Redemption of prior Security

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

8.5.1 the Security created by this Deed becomes enforceable; and/or

8.5.2 the holder of such other Security takes any steps to enforce that Security,

the Security Agent or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Security Agent or a Receiver under this Clause will form part of the Secured Liabilities.

8.6 Appropriation of payments

Any appropriation by the Security Agent or a Receiver under this Deed will override any appropriation by the Chargor.

8.7 Financial collateral

8.7.1 To the extent that the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "FC Regulations")), the Security Agent will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

8.7.2 Where any financial collateral is appropriated, its value shall be:

8.7.2.1 in the case of cash, its face value at the time of the appropriation;

8.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

8.7.2.3 in any other case, the amount reasonably determined by the Security Agent by such process as it may select, including independent valuation,

and the Chargors agree that the method of valuation provided for in this Clause 8.7.2 is commercially reasonable for the purposes of the FC Regulations.

8.8 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

9. POWERS OF A RECEIVER

9.1 General powers

Any Receiver will have:

9.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

9.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

9.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

9.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

9.2.1 the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;

9.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

9.2.3 the power to use the relevant Chargor's name for all the above purposes.

9.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

9.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

9.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;

9.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;

9.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and

9.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

10. APPLICATION OF PROCEEDS

10.1 Order of priority

All amounts received by the Security Agent or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Facility Agreement.

10.2 Suspense account

The Security Agent may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Security Agent may determine pending their application towards discharging the Secured Liabilities.

10.3 New accounts

If a Secured Party receives or is deemed to have received notice of subsequent Security over the Secured Property, then each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of that Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

10.4 Release of Secured Property

If the Security Agent is satisfied that all the Secured Liabilities have, subject to Clauses 13.1 (*Reinstatement*) and 13.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Security Agent will, at the request and cost of the relevant Chargor, execute such documents and take such steps as may be necessary to release the Secured Property from the Security created by this Deed.

11. PROTECTION OF THIRD PARTIES

11.1 No buyer from, or other person dealing with the Security Agent or a Receiver, will be concerned to enquire whether:

11.1.1 any money remains due under the Finance Documents;

11.1.2 any power which the Security Agent or Receiver is purporting to exercise has arisen or become exercisable; or

11.1.3 the Security Agent or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

11.2 The receipt of the Security Agent, any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

12. PROTECTION OF SECURITY AGENT

12.1 No liability as mortgagee in possession

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

12.2 Tacking

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Finance Documents.

12.3 Discretion of the Secured Parties

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and no Chargor has any right to control or restrict the any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

13. SAVING PROVISIONS

13.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

13.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or

13.1.2 any Security (or other right) held by the Secured Parties in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Agent will be entitled to recover from such Chargor the value which the Security Agent has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

13.2 Avoidable payments

If the Security Agent, acting reasonably, considers that any amount paid by any Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

13.3 Waiver of defences

The obligations of each Chargor under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or any Secured Party) including:

13.3.1 any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person;

13.3.2 the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

13.3.3 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, any Chargor, Obligor 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;

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

13.3.5 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 without limitation 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;

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

13.3.7 any insolvency or similar proceedings.

13.4 Chargor Intent

Without prejudice to the generality of Clause 13.4 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

13.5 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (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 that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.6 Appropriations

Until all amounts which may be or become payable by the Obligor or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 13.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (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 no Chargor shall be entitled to the benefit of the same; and
- 13.6.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

13.7 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Obligor or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will 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 the Finance Documents:

- 13.7.1 to be indemnified by a Chargor or an Obligor;
- 13.7.2 to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Finance Documents;
- 13.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 13.7.4 to bring legal or other proceedings for an order requiring any Obligor or any Chargor to make any payment, or perform any obligation, in respect of which the Obligor or Chargor has given a guarantee, undertaking or indemnity;
- 13.7.5 to exercise any right of set-off against any Obligor or Chargor; and/or
- 13.7.6 to claim or prove as a creditor of any Obligor or Chargor in competition with any Secured Party.

If any 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 Secured Parties by the Obligors or the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 10.1 (*Order of Priority*).

14. CHANGES TO THE PARTIES

14.1 No assignment by Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

14.2 Assignment by Security Agent

The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Facility Agreement.

15. 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 the Deed.

16. GOVERNING LAW

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

17. JURISDICTION

17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

17.2 The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

17.3 Clause 17.1 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, each Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

The Chargors

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
Fastbulb Limited	05673915	Willmott House, 12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Torasup Limited	04908634	Willmott House, 12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Aspectvista Limited	07848689	Willmott House, 12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Wingdawn Property Co Limited	02186143	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Awarddeal Limited	04232035	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Trueline Properties Limited	03605320	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Maplebutton Limited	05128163	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Delta House Studios Limited	07848684	Willmott House, 12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Earthstring Limited	07848690	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Greenexpert Limited	07848741	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Drillscene Limited	07848743	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Saverteam Limited	07848704	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Logicspirit Limited	07848686	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Shapemenu Limited	07848712	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Aspectsaver Limited	07848687	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Spiritframe Limited	07848707	Willmott House, 12 Blacks Road, London, W6 9EU	England and Wales
Basechange Limited	01983949	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales
Finlaw Thirty-Six Limited	03214924	12 Blacks Road, Hammersmith, London, W6 9EU	England and Wales

SCHEDULE 2

Details of Secured Property

Part I Commercial Properties

Name of Obligor who owns the Property	Description/ Address	Freehold/ Leasehold	Title reference
Pineapple Corporation PLC	Alpha House, 90A Durnsford Road, London, Merton, SW19 8HQ	Freehold	SGL621904 and SGL632055
Pineapple Corporation PLC	Stanhope House, 91-95 Commercial Road, Portsmouth, South East, PO1 1BQ	Freehold	HP492738
Pineapple Corporation PLC	Delta House, Riverside Road, London, Wandsworth, SW17 0BA	Freehold	SGL164355
Pineapple Corporation PLC	Delta House Annex, London, SW17 0AR	Freehold	TGL225719
Pineapple Corporation PLC	48 Golders Green Road, London, Barnet, NW11 8EL	Freehold	NGL690157
Pineapple Corporation PLC	11 East Street and 3 Downes Street Bridport, West Dorset, DT6 3JU	Freehold	DT204473
Fastbulb Limited	324 Portobello Road, London, Kensington and Chelsea W10 5RU	Freehold	376931
Fastbulb Limited	326 Portobello Road, London, Kensington and Chelsea, W10 5RU	Freehold	376932
Pineapple Corporation PLC	39-41 Sheen Lane, London, Richmond upon Thames, SW14 8AB	Freehold	TGL341388 and TGL308350
Pineapple Corporation PLC	67-79 Hammersmith Road, London, Hammersmith and Fulham W14 8UZ	Freehold	BGL83304
Aspectvista Limited	Flats 13-16, Richmond Court, North End Road, London, Hammersmith and Fulham W14 8SB	Leasehold	BGL104088
Pineapple Corporation PLC	81 Hammersmith Road, London, Hammersmith and Fulham W14 8UZ	Freehold	BGL45024
Pineapple Corporation PLC	Ground and Basement 81 Hammersmith Road, London, Hammersmith and Fulham W14 8UZ	Leasehold	BGL80707
Aspectvista Limited	Flats 1-6, 81A Hammersmith Road, London, Hammersmith and Fulham, W14 8UZ	Leasehold	BGL113526
Torasup Limited	2-3 Marden Road, Whitley Bay, NE26 2JH	Freehold	TY368012

Part II
Residential Properties

Name of Obligor who owns the Property	Description/ Address	Freehold/ Leasehold	Title reference
Pineapple Corporation PLC	Flat 1, 2a, 2b, 3 and 15 Compton Court, Compton Avenue, Brighton, BN1 3PT	Freehold	ESX160971
Pineapple Corporation PLC	44 Denmark Villas, Hove, Brighton and Hove, BN3 3TE (Flat 1)	Freehold	ESX145152
Pineapple Corporation PLC	16 Second Avenue, Hove, Brighton and Hove, BN3 2LL (Flat 3)	Freehold	ESX141515
Pineapple Corporation PLC	30a Gordon Place, London, Kensington and Chelsea, W8 4JE (Lower Ground Flat)	Leasehold	BGL84586
Pineapple Corporation PLC	Burnham House, Sulgrave Road, London, Hammersmith and Fulham, W6 7QW (Flat 4)	Freehold	461676
Pineapple Corporation PLC	Holkham House, Sulgrave Road, London, Hammersmith and Fulham, W6 7QN (Flat 1)	Freehold	461677
Pineapple Corporation PLC	Holme House, Sulgrave Road, London, Hammersmith and Fulham, W6 7QQ (Flat 5)	Freehold	82931
Pineapple Corporation PLC	Royston House, Sulgrave Road, London, Hammersmith and Fulham, W6 7QR (Flat 2)	Freehold	NGL455991
Pineapple Corporation PLC	Handel Mansions, 94 Wyatt Drive, London, Richmond upon Thames, SW13 8AH (Flat 32)	Leasehold	TGL150371
Pineapple Corporation PLC	49A Lower Richmond Road, London, Wandsworth, SW15 1ET	Leasehold	SGL326203
Pineapple Corporation PLC	41 Sheen Lane, London, Richmond upon Thames, SW14 8AB (Flats 1, 2, 4, 5 and 6)	Leasehold	TGL340236 TGL340235 TGL340240 TGL340241 TGL340243
Pineapple Corporation PLC	25 George Roche Road, Canterbury, CT1 3FF	Leasehold	K905280
Pineapple Corporation PLC	30 Oxford Road, High Wycombe, Wycombe, HP11 2EN	Leasehold	BM279525
Torasup Limited	92 Durnsford Road, SW19 8HQ	Freehold	SY294053
Torasup Limited	9 Thornton Road, SW14	Freehold	SY148431

Part III
Ground Rent Properties

Name of Obligor who owns the Property	Description/ Address	Freehold/ Leasehold	Title reference
Torasup Limited	Warwick Chambers, 19-48 (Inclusive) Warwick Chambers, Pater Street, London, W8 3EW	Freehold	LN183925
Maplebutton Limited	17 Belsize Crescent, London NW3 5QY	Freehold	LN110357
Maplebutton Limited	3 Platts Lane, London NW3 7NP	Freehold	NGL945105
Awarddeal Limited	340, 340A and 340B Wandsworth Bridge Road, London, SW6 2TZ	Freehold	BGL43855
Awarddeal Limited	342, 342A and 342B Wandsworth Bridge Road, London, SW6 2TZ	Freehold	BGL43920
Awarddeal Limited	344, 344A and 344B Wandsworth Bridge Road, London, SW6 2TZ	Freehold	BGL43372
Pineapple Corporation PLC	Abingdon Mansions, 1-10 Abingdon Mansions, Abingdon Road, London W8 6AD	Freehold	LN118551
Pineapple Corporation PLC	25 Bolton Gardens, London, SW5 0QG	Freehold	LN110720
Pineapple Corporation PLC	Compton Court, 33-35 Compton Avenue, Brighton BN1 3PT	Freehold	ESX160971
Pineapple Corporation PLC	44 Denmark Villas, Hove, BN3 3TE	Freehold	ESX145152
Pineapple Corporation PLC	176 Freshfield Road, Brighton, BN2 2YD	Freehold	EX112720
Pineapple Corporation PLC	16 Second Avenue, Hove, BN3 2LL	Freehold	ESX141515
Pineapple Corporation PLC	38 York Road, Hove, BN3 1DL	Freehold	ESX188141
Pineapple Corporation PLC	Burnham House, Sulgrave Road, London, W6 7QW	Freehold	461676
Pineapple Corporation PLC	Eric House, Sulgrave Road, London, W6 7QL	Freehold	461678
Pineapple Corporation PLC	Hazel House, Sulgrave Road, London, W6 7QF	Freehold	82931
Pineapple Corporation PLC	Holkham House, Sulgrave Road, London, W6 7QN	Freehold	461677
Pineapple Corporation PLC	Holme House, Sulgrave Road, London, W6 7QQ	Freehold	82931
Pineapple Corporation PLC	Myrtle House, Sulgrave Road, London, W6 7QG	Freehold	82931
Pineapple Corporation PLC	Norfolk House, Sulgrave Road, London W6 7QT	Freehold	NGL455991
Pineapple Corporation PLC	Royston House, Sulgrave Road, London, W6 7QR	Freehold	NGL455991

Pineapple Corporation PLC	Suffolk House, Sulgrave Road, London, W6 7QS	Freehold	NGL455991
Wingdawn Property Company Limited	63 Alfarthing Lane, Wandsworth Common, London, SW18 2AR	Freehold	199398
Wingdawn Property Company Limited	77 & 79 Aylmer Road, Hammersmith, London, W12 9LG	Freehold	LN205791
Wingdawn Property Company Limited	52 Baron's Court Road, Fulham, London, W14 9DU	Freehold	LN148124
Wingdawn Property Company Limited	12 Brackenbury Road, Hammersmith, London, W6 0BA	Freehold	382753
Wingdawn Property Company Limited	89 Cambridge Gardens, London, W10 6JE	Freehold	LN117329
Wingdawn Property Company Limited	67 Castletown Road, London, W14 9HG	Freehold	NGL149999
Wingdawn Property Company Limited	62 Cathnor Road, London, W12 9JA	Freehold	LN134593
Wingdawn Property Company Limited	317 & 317a Cavendish Road, London, SW12 0PQ	Freehold	SGL314147
Wingdawn Property Company Limited	31 Church Lane East, Aldershot, Hampshire, GU11 3HD	Freehold	HP589112
Wingdawn Property Company Limited	3 Coningham Road, London, W12 8BP	Freehold	369784
Wingdawn Property Company Limited	57 Davenport Road, London, W12 8PB	Freehold	LN186939
Wingdawn Property Company Limited	36 Ellerslie Road, Shepherds Bush, London, W12 7BW	Freehold	LN134613
Wingdawn Property Company Limited	32 Grafton Road, Acton, London, W3 0PB	Freehold	NGL135765
Wingdawn Property Company Limited	41-49 Hamble Street, Fulham, London, SW6 2RT	Freehold	334024
Wingdawn Property Company Limited	142 Holland Road, London, W14 8BE	Freehold	299544
Wingdawn Property Company Limited	3 Kent Road, London, W4 5EY	Freehold	NGL405092
Wingdawn Property Company Limited	64 Laurel Road, Hampton Hill, Hampton, Middlesex, TW12 1JH	Freehold	MX7637
Wingdawn Property Company Limited	20 Merton Hall Road, Toynbee Road, Merton, London, SW19 3PP	Freehold	SGL396328
Wingdawn Property Company Limited	26 North End Crescent, London, W14 8TD	Freehold	BGL23159
Wingdawn Property Company Limited	17, 19, 21, 23, 25 & 27 Paxton Road, Chiswick, London, W4 2QT	Freehold	NGL19121
Wingdawn Property Company Limited	58 Perham Road, London, W14 9SS	Freehold	LN210127
Wingdawn Property Company Limited	17 Sinclair Road, Hammersmith, London, W14 0NS	Freehold	280180
Wingdawn Property	63 Sinclair Road, Hammersmith, London,	Freehold	NGL307435

Company Limited	W14 ONR		
Wingdawn Property Company Limited	124 Sinclair Road, Hammersmith, London, W14 ONL	Freehold	NGL358291
Wingdawn Property Company Limited	148 Stephendale Road, Fulham, London, SW6 2PJ	Freehold	NGL345242
Wingdawn Property Company Limited	57 Tavistock Road, Kensington, London, W11 1AR	Freehold	264427
Wingdawn Property Company Limited	16 Tierney Road, Streatham, London, SW2 4QR	Freehold	LN184308
Wingdawn Property Company Limited	58 Tierney Road, Streatham, London, SW2 4QS	Freehold	LN238918
Wingdawn Property Company Limited	27 Winchester Street, Acton, London, W3 8PA	Freehold	MX156267
Wingdawn Property Company Limited	7 Canfield Gardens, Hampstead, London, NW6 3JP	Freehold	NGL463609
Wingdawn Property Company Limited	15 Lanhll Road, London, W9 2BS	Freehold	LN167937
Wingdawn Property Company Limited	12 Bradburne Road, Bournemouth, Dorset, BH2 5ST	Freehold	DT70450
Wingdawn Property Company Limited	Arncott Hall, Hotel 13, Poole Road, Bournemouth	Freehold	DT143501
Wingdawn Property Company Limited	Beaumont Court, 2 Boscombe Spa Road, Bournemouth, Dorset, BH5 1AU	Freehold	HP81270
Wingdawn Property Company Limited	8 Percy Road, Boscombe, Bournemouth, Dorset, BH5 1JF	Freehold	DT134525
Wingdawn Property Company Limited	35 Maresfield Gardens, London, NW3 5SE	Freehold	NGL733129
Wingdawn Property Company Limited	The Upper Floors, The Round House, 2 North Side, Wandsworth Common, London, SW18 2SS	Leasehold	TGL154146
Wingdawn Property Company Limited	166 Selhurst Road, South Norwood, London, SE25 6LS	Freehold	SY69922
Wingdawn Property Company Limited	71 South Norwood Hill, South Norwood, London, SE25 6BY	Freehold	SY64659
Wingdawn Property Company Limited	721-727 (odd) Garratt Lane, London, SW17 0PD	Freehold	TGL117817
Wingdawn Property Company Limited	part of 365 Euston Road, 37 and 39 Conway Street, 41 and 42 Warren Street, St Pancras	Leasehold	NGL755659

**Part IV
Shares**

Name of charger	Name of company whose shares are held	Company number whose shares are held	Number and class of shares
Pineapple Corporation PLC	Fastbulb Limited	05673915	1 ordinary share
Pineapple Corporation PLC	Torasup Limited	04908634	290 ordinary shares
Pineapple Corporation PLC	Aspectvista Limited	07848689	1 ordinary share
Pineapple Corporation PLC	Maplebutton Limited	05128163	1 ordinary share
Pineapple Corporation PLC	Trueline Properties Limited	03605320	10,000 ordinary shares
Pineapple Corporation PLC	Delta House Studios Limited	07848684	1 ordinary share
Pineapple Corporation PLC	Earthstring Limited	07848690	1 ordinary share
Pineapple Corporation PLC	Greenexpert Limited	07848741	1 ordinary share
Pineapple Corporation PLC	Drillscene Limited	07848743	1 ordinary share
Pineapple Corporation PLC	Saverteam Limited	07848704	1 ordinary share
Pineapple Corporation PLC	Logicspirit Limited	07848686	1 ordinary share
Pineapple Corporation PLC	Shapemenu Limited	07848712	1 ordinary share
Pineapple Corporation PLC	Aspectsaver Limited	07848687	1 ordinary share
Pineapple Corporation PLC	Spiritframe Limited	07848707	1 ordinary share
Pineapple Corporation PLC	Basechange Limited	01983949	100 ordinary shares
Basechange Limited	Awarddeal Limited	04232035	3 ordinary shares
Basechange Limited	Finlaw Thirty-Six Limited	03214924	2 ordinary shares
Finlaw Thirty-Six Limited	Wingdawn Property Co. Limited	02186143	1,000 ordinary shares

**Part V
Bank Accounts**

Name of Chargor	Name or designation of Bank Account	Account number	Name of institution and branch at which Bank Account held
Pineapple Corporation PLC	Borrower's General Account	Redacted by Eversheds LLP	Barclays 1 Churchill Place, London E14 5HP
Pineapple Corporation PLC	Borrower's Deposit Account		Barclays 1 Churchill Place, London E14 5HP
Pineapple Corporation PLC	Borrower's Cure Account		Barclays 1 Churchill Place, London E14 5HP
Fastbulb Limited	General Account – Fastbulb Limited		Barclays 1 Churchill Place, London E14 5HP
Torasup Limited	General Account – Torasup Limited		Barclays 1 Churchill Place, London E14 5HP
Aspectvista Limited	General Account – Aspectvista Limited		Barclays 1 Churchill Place, London E14 5HP
Wingdawn Property Co Limited	General Account – Wingdawn Property Co Limited		Barclays 1 Churchill Place, London E14 5HP
Awarddeal Limited	General Account – Awarddeal Limited		Barclays 1 Churchill Place, London E14 5HP
Trueline Properties Limited	General Account – Trueline Properties Limited		Barclays 1 Churchill Place, London E14 5HP
Maplebutton Limited	General Account – Maplebutton Limited		Barclays 1 Churchill Place, London E14 5HP
Delta House Studios Limited	General Account – Delta House Studios Limited		Barclays 1 Churchill Place, London E14 5HP

**Part VI
Insurances**

Jobson James Insurance Brokers Limited

Name of Chargor	Description of Policy	Policy Number	Insurer
Maplebutton Limited	Flats B-E, Platts Lane, London, NW3 7NP	BM PPP 6825753	Axa
Maplebutton Limited	17 Belsize Crescent	PTY00151227	LV
Torasup Limited	2 & 3 Marden Road, Whitley Bay, Tyne & Wear, NE26 2JH	BM PPP 6883335	Axa
Torasup Limited	19-48 Warwick Chambers, Pater Street, London, W8 6 EW and 92 Durnsford Road, London, SW19 8HQ	BM PPP 6900948	Axa
Wingdawn Property Co Limited	52 Barons Court Road, London, W14 9DU	BM PPP 6904465	Axa
Wingdawn Property Co Limited	62 Cathnor Road, London, W12 9JA	BM PPP 6904465	Axa
Wingdawn Property Co Limited	36 Ellerslie Road, London, W12 7BW	BM PPP 6904465	Axa
Wingdawn Property Co Limited	3 Kent Road, London W4 5EY	BM PPP 6904465	Axa
Wingdawn Property Co Limited	26 North End Crescent, London, W14 8TD	BM PPP 6904465	Axa
Wingdawn Property Co Limited	3 Conningham Road, London, W12 8BP	BM PPP 6904465	Axa
Wingdawn Property Co Limited	27 Winchester Street, London, W3 8PA	BM PPP 6904465	Axa
Wingdawn Property Co Limited	67 Castletown Road, London, W14 9HG	BM PPP 6904465	Axa
Wingdawn Property Co Limited	16 Tierney Road, London, SW2 4QR	BM PPP 6904465	Axa
Wingdawn Property Co Limited	12 Brackenbury Road, London, W6 0BA	BM PPP 6904465	Axa
Wingdawn Property Co Limited	31 Church Lane East, London, GU11 3HD	BM PPP 6904465	Axa
Wingdawn Property Co Limited	58 Tierney Road, London, SW2 4QS	BM PPP 6904465	Axa
Wingdawn Property Co Limited	58 Perham Road, London, W14 9SS	005860047	NIG
Wingdawn Property Co Limited	148 Stephendale Road, London, SW6 2PJ	005860047	NIG
Wingdawn Property	57 Devonport Road, London W12 8PB	005860047	NIG

Co Limited			
Wingdawn Property Co Limited	89 Cambridge Gardens, London, W10 6JE	005860047	NIG
Wingdawn Property Co Limited	17 Sinclair Road, London, W14 0NS	005860047	NIG
Wingdawn Property Co Limited	142 Holland Road, London, W14 8BE	005860047	NIG
Wingdawn Property Co Limited	63 Allfarthings Lane, London, SW18 2AR	005860047	NIG
Wingdawn Property Co Limited	57 Tavistock Road, London, W11 1AR	005860047	NIG
Wingdawn Property Co Limited	317 Cavendish Road, London, SW12 0PQ	005860047	NIG
Wingdawn Property Co Limited	124 Sinclair Road, London, W14 0NL	005860047	NIG
Wingdawn Property Co Limited	32 Grafton Road, London, W3 6PB	005860047	NIG
Wingdawn Property Co Limited	25/27 Paxton Road, London, W4 2QT	005860047	NIG
Wingdawn Property Co Limited	35 Marefield Gardens, London, NW3 5SE	005860047	NIG
Wingdawn Property Co Limited	49 Hamble Street, London, SW6 2RT	005860047	NIG
Wingdawn Property Co Limited	71 South Norwood Hill, London, SE25 6BY	005860047	NIG
Wingdawn Property Co Limited	7 Canfield Gardens, London, NW6 3JP	005860047	NIG
Wingdawn Property Co Limited	166 Selhurst Road, London, SW25 6LS	005860047	NIG
Pineapple Corporation PLC	30 Oxford Road	BM PPP 6871307	Axa
Pineapple Corporation PLC	9 Thornton Road	BM PPP 6878562	Axa
Pineapple Corporation PLC	Sulgrave Road	BM PPP 6862923	Axa
Pineapple Corporation PLC	25 Bolton Gardens	Y104128QBE0116A	QBE
Awarddeal Limited	340, 342, 344 Wandsworth Bridge Road	PM508274CHC	Aviva
Pineapple Corporation PLC	48 Golders Green Rd, 20a and 20b Golders Way	PM506118CHC	Aviva

Marsh Limited

Name of Chargor	Description of Policy	Policy Number	Insurer
Pineapple Corporation PLC	Compton Court, Compton Avenue, Brighton BN1 3PT	LP FLT 6786416	AXA
Pineapple Corporation PLC	44 Denmark Villas, Hove, BN3 3TE	LP FLT 6786416	AXA
Pineapple Corporation PLC	16 Second Avenue, Hove, BN3 2LL	LP FLT 6786416	AXA
Pineapple Corporation PLC	176 Freshfield Road Brighton BN2 0BJ	LP FLT 6786416	AXA
Pineapple Corporation PLC	38 York Road Brighton BN3 1DJ	LP FLT 6786416	AXA
Pineapple Corporation PLC	39-41 Sheen Lane, London, SW14 8AB	LP PPP 6803152	AXA
Pineapple Corporation PLC	Alpha House, London, SW19 8HQ	PP05 021642063	Covea
Pineapple Corporation PLC	Stanhope House, 91-95 Commercial Road, Portsmouth, PO1 1BQ	24961480CHC	Aviva
Pineapple Corporation PLC	Delta House, Riverside Road, London, SW17 0BA	SP/25184308	Allianz
Pineapple Corporation PLC	11 -13 East Street & 3 Downes Street, Bridport, DT6 3JU	PP05 021619385	Covea
Pineapple Corporation PLC	Richmond Court Above 67-79 Hammersmith Road, London, W14 8UZ	25088082CHC	Aviva
Pineapple Corporation PLC	Ground & Basement 67 Hammersmith Road, London, W14 8UZ	25088082CHC	Aviva
Pineapple Corporation PLC	Ground & Basement 69-77 Hammersmith Road, London, W14 8UZ	25088082CHC	Aviva
Pineapple Corporation PLC	Ground & Basement 79/81 Hammersmith Road, London, W14 8UZ	25088082CHC	Aviva
Pineapple Corporation PLC	13-16 Richmond Court, North End Road, London, W14 8SB	25088082CHC	Aviva
Pineapple Corporation PLC	81a Hammersmith Road, London, W14 8UZ	25088082CHC	Aviva
Fastbulb Limited	324 Portobello Road, London, W10 5RU	PP05 021640912	Covea
Fastbulb Limited	326 Portobello Road, London, W10 5RU	PP05 021626920	Covea
Pineapple Corporation PLC	Abingdon Mansions, 1-10 Abingdon Mansions, Abingdon	24961425CHC	Aviva

	Road, London, W8 6AD		
Wingdawn Property Co Limited	Anfield Lodge, 12 Bradbourne Road, Bournemouth, BH12 5ST	24942563CHC	Aviva
Wingdawn Property Co Limited	Arncott Hall, 13 Poole Road, Bournemouth, BH2 5QR	24942563CHC	Aviva
Wingdawn Property Co Limited	Beaumont Court, 2 Boscombe Spa, Bournemouth, BH5 1AU	24942563CHC	Aviva
Wingdawn Property Co Limited	8 Percy Road, Bournemouth BH5 1JF	24942563CHC	Aviva
Wingdawn Property Co Limited	721, 723, 725 & 727 Garratt Lane, London, SW17 0PD	100533581CPO	Aviva

**Part VII
Assigned Agreements**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
Pineapple Corporation PLC	Property management agreement	1 August 2007	(1) Pineapple Corporation PLC (2) Willmott (Ealing) Limited

**Part VIII
Specified IPR**

Name of Chargor	Brief description of right	Registration number (if any)	Date of renewal (if any)
-----------------	----------------------------	------------------------------	--------------------------

None at the date of this Deed. This section has been left deliberately blank.

SCHEDULE 3

Notices

Part I Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the "Policy").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to Barclays Bank PLC (the "Security Agent") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Agent.
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Agent.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Agent may from time to time request;
 - 5.2 to make all payments under or in connection with the Policy as directed by the Security Agent; and
 - 5.3 to give at least 30 days' notice to the Security Agent if you propose to:
 - 5.3.1 repudiate, rescind or cancel the Policy;
 - 5.3.2 treat the Policy as avoided in whole or in part;
 - 5.3.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period); or
 - 5.3.4 otherwise decline any claim under the Policy by or on behalf of any insured party.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
For and on behalf of
[INSURANCE COMPANY / UNDERWRITER]

Part II
Form of notice relating to Lease Documents

To: [NAME AND ADDRESS OF TENANT / LICENSEE / OCCUPIER]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [LEASE DOCUMENT] between you and us dated [DATE] (the "Lease").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "Security Agent") all of our present and future rights, title and interest in, under and to the Lease, including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant.
3. We may not without the prior consent of the Security Agent:
 - 3.1 [agree to any amendment, supplement, extension, waiver, surrender or release in respect of the Lease;
 - 3.2 exercise any right to break, determine or extend the Lease;
 - 3.3 commence any forfeiture or irritancy proceedings in respect of the Lease;
 - 3.4 consent to any sublease or assignment of your interest under the Lease;
 - 3.5 agree to any change of use under, or rent review in respect of, the Lease (except where required to do so under the terms of the Lease);
 - 3.6 serve any notice on you (or on any guarantor) which would entitle you to a new lease or tenancy; or
 - 3.7 assign any of our rights or transfer any of our rights or obligations under the Lease,

in each case, except with the consent of the Security Agent.]
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Lease. After you receive such notice, we will cease to have any right to deal with you in relation to the Lease and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind under the Lease and assumes no liability in the event of any failure by us to perform our obligations under the Lease.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Lease and to give such acknowledgements and undertakings and agreements relating to the Lease as the Security Agent may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Lease to the account with [name of account bank] (account number [] and sort code []), unless otherwise directed by the Security Agent.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.

7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Lease and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Lease.

Yours faithfully,

.....
For and on behalf of
[TENANT / LICENSEE / OCCUPIER]

Part III
Form of notice relating to Assigned Agreements
(other than Insurances and Lease Documents)

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [AGREEMENT] between you and us dated [DATE] (the "Agreement").
2. We give you notice that, under a debenture dated [DATE], we have assigned by way of security to Barclays Bank PLC (the "Security Agent"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not without the prior consent of the Security Agent:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement,In each case, except with the consent of the Security Agent.
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Agreement and the Security Agent is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Security Agent may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Agreement to the account with [name of account bank] (account number [] and sort code []), unless otherwise directed by the Security Agent.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....
For and on behalf of
[COUNTERPARTY]

Part IV
Form of notice relating to assigned accounts
(Security Agent has sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the "Account Bank")

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE], we have [charged]/[assigned by way of security]¹ to Barclays Bank PLC (the "Security Agent") all of our present and future rights, title and interest in, under and to each account listed below (each an "Account"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of Account	Account number	Name of institution and branch at which Account held
Rent Account	[]	[]
Deposit Account	[]	[]

2. We may not withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Security Agent.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
- 3.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent;
- 3.2 to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.3 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

¹ Where the account holding institution is a Secured Party, insert the word "charged". Where the account holding institution is not a Secured Party, insert the words "assigned by way of security".

For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

For and on behalf of
[ACCOUNT HOLDING INSTITUTION]

Part V
Form of notice relating to assigned accounts
(Security Agent does not have sole signing rights)

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the "Account Bank")

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We give you notice that, under a debenture dated [DATE], we have [charged]/[assigned by way of security]² to Barclays Bank PLC (the "Security Agent") all of our present and future rights, title and interest in, under and to each account listed below (each an "Account"), including all monies (including interest) at any time standing to the credit of such accounts.

Name or designation of Account	Account number	Name of institution and branch at which Account held
General Account	[]	[]

2. We may continue to operate each Account unless and until the Security Agent notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Security Agent to each withdrawal.
3. We irrevocably and unconditionally authorise and instruct you:
- 3.1 with effect from the date of this notice, to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.2 with effect from the date of the notification described in paragraph 2 above:
- 3.2.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent; and
- 3.2.2 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

² Where the account holding institution is a Secured Party, insert the word "charged". Where the account holding institution is not a Secured Party, insert the words "assigned by way of security".

For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

For and on behalf of
[ACCOUNT HOLDING INSTITUTION]

EXECUTION of DEBENTURE

The Chargers

Executed as a deed by
PINEAPPLE CORPORATION PLC,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPERRIN**

Witness signature: Redacted by Eversheds LLP

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
FASTBULB LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPERRIN**

Witness signature: Redacted by Eversheds LLP

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
TORASUP LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPERRIN**

Witness signature: Redacted by Eversheds LLP

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
ASPECTVISTA LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPERRIN**

Witness signature: Redacted by Eversheds LLP

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
WINGDAWN PROPERTY CO LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature:

Redacted by Eversheds LLP

Director
Name: **ANTHONY JOHN SPERRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
AWARDEAL LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature:

Redacted by Eversheds LLP

Director
Name: **ANTHONY JOHN SPERRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
TRUELINE PROPERTIES LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature:

Redacted by Eversheds LLP

Director
Name: **ANTHONY JOHN SPERRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
MAPLEBUTTON LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature:

Redacted by Eversheds LLP

Director
Name: **ANTHONY JOHN SPERRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
DELTA HOUSE STUDIOS LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature: Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPORAIN**

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
EARTHSTRING LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature: Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPORAIN**

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
GREENEXPERT LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature: Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPORAIN**

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
DRILLSCENE LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Witness signature: Redacted by Eversheds LLP

Director Name: **ANTHONY JOHN SPORAIN**

Witness name: **TOM HENRIK BERGLUND**

Witness address: Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
SAVERTEAM LIMITED,
acting by one director in the presence of:

) Redacted by Eversheds LLP
)

Witness signature:

Redacted by Eversheds
LLP

Director
Name: **ANTHONY JOHN SPARRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
LOGICSPIRIT LIMITED,
acting by one director in the presence of:

) Redacted by Eversheds LLP
)

Witness signature:

Redacted by Eversheds
LLP

Director
Name: **ANTHONY JOHN SPARRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
SHAPEMENU LIMITED,
acting by one director in the presence of:

) Redacted by Eversheds LLP
)

Witness signature:

Redacted by Eversheds
LLP

Director
Name: **ANTHONY JOHN SPARRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
ASPECTSAVER LIMITED,
acting by one director in the presence of:

) Redacted by Eversheds LLP
)

Witness signature:

Redacted by Eversheds
LLP

Director
Name: **ANTHONY JOHN SPARRIN**

Witness name:

TOM HENRIK BERGLUND

Witness address:

Redacted by Eversheds LLP

(DIRECTOR)

Executed as a deed by
SPIRITFRAME LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director
Name: *ANTHONY JOHN SPERRIN*

Witness signature:

Redacted by Eversheds
LLP

Witness name:

DM HENRIK BERGLUND

Redacted by Eversheds LLP

Witness address:

(DIRECTOR)

Executed as a deed by
BASECHANGE LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director
Name: *ANTHONY JOHN SPERRIN*

Witness signature:

Redacted by Eversheds
LLP

Witness name:

DM HENRIK BERGLUND

Redacted by Eversheds LLP

Witness address:

(DIRECTOR)

Executed as a deed by
FINLAW THIRTY-SIX LIMITED,
acting by one director in the presence of:

Redacted by Eversheds LLP

Director
Name: *ANTHONY JOHN SPERRIN*

Witness signature:

Redacted by Eversheds
LLP

Witness name:

DM HENRIK BERGLUND

Redacted by Eversheds LLP

Witness address:

(DIRECTOR)

The Security Agent

Executed as a deed by
as attorney for
BARCLAYS BANK PLC,
in the presence of:

as attorney for **BARCLAYS BANK PLC**

Witness signature:

Witness name:

Witness address:

