

MR01

Particulars of a charge

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR02

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

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

☒ You **must** enclose a certified copy of the instrument with this form, scanned and placed on the public record. **Do not send the original.**



A18 19/02/2015 #142
COMPANIES HOUSE

1 Company details

Company number 02880202 ✓
Company name in full Henry Boot Construction Limited ✓

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

2 Charge creation date

Charge creation date d1 d7 m0 m2 y2 y0 y1 y5 ✓

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

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

Name	The Royal Bank of Scotland plc (Security Agent)
Name	
Name	
Name	

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

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Addeleshaw Coddard LLP

X

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name MIDDCC/337590-1

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 H Q

Country United Kingdom

DX 12004 Leeds

Telephone 0113 209 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2880202

Charge code: 0288 0202 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2015 and created by HENRY BOOT CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2015

Given at Companies House, Cardiff on 27th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 17 February 2015

HENRY BOOT PLC
as Company

THE SUBSIDIARIES OF THE COMPANY LISTED IN PART 1 OF SCHEDULE 1
as Original Chargors

THE ROYAL BANK OF SCOTLAND PLC
as Security Agent

DEBENTURE

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 18 February 2015
ADDLESHAW GODDARD LLP

ADDLESHAW GODDARD

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This Security Agreement is made on

17

February 2015

Between

- (1) **Henry Boot plc** (registered in England with number 160996) (**Company**);
- (2) **The subsidiaries of the Company** listed in schedule 1 (**The Chargors**) (together with the Company, **Original Chargors**); and
- (3) **The Royal Bank of Scotland plc** as security agent for the Finance Parties (**Security Agent**, which term shall include any person appointed as security agent or as an additional security agent in accordance with the terms of the Facility Agreement).

It is agreed

1 Definitions and Interpretation

1.1 Definitions

In this deed:

Additional Chorgor means a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession

Agreement for Lease means an agreement to grant a lease of all or part of a Property

Blocked Account means.

- (a) the Holding Account
- (b) any other account designated as a Blocked Account by the Company and the Security Agent

Charged Account has the meaning given to it in clause 3 4(l) (First fixed charges)

Chargors means the Original Chargors and any Additional Chargors and **Chorgor** means any of them

Debts has the meaning given to it in clause 3 4(g) (First fixed charges)

Deferred Consideration Agreement means any agreement entered into by an Obligor with an Approved House Builder or any other publicly listed house builder or a house builder approved by the Agent (acting on the instructions of all Lenders) pursuant to which deferred consideration is payable to an Obligor

Facility Agreement means the facility agreement between the Company as the company and guarantor, the Borrowers as borrowers and guarantors, Barclays Bank PLC, Santander UK plc and The Royal Bank of Scotland plc as Arranger, Barclays Bank PLC, Santander UK plc and The Royal Bank of Scotland plc as Original Lenders, and The Royal Bank of Scotland plc as Agent and Security Agent and dated on or about the date of this deed under which the Lenders agree to make available to the Borrowers the term loan facility

Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge)

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

Lease Document means an Agreement for Lease, an Occupational Lease or any other document designated as such by the Agent and the Company

Occupational Lease means, in respect of a Chargor, a lease of a Secured Property in respect of which it is a landlord

Party means a party to this deed

Properties has the meaning given to such term in the Facility Agreement and includes but is not limited to those Properties listed in schedule 2 (Properties)

Receiver means any receiver, manager or administrative receiver appointed by the Security Agent in respect of any Chargor or any of the Secured Assets

Related Rights means, in respect of any Investment or Subsidiary Share

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and
- (c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means

- (a) each Deferred Consideration Agreement
- (b) each Lease Document
- (c) any guarantee of Rental Income contained in, or relating to, any Occupational Lease

- (d) each Hedging Agreement
- (e) each other agreement designated as a Relevant Agreement by the Security Agent and the Company in writing

Relevant Policies means, in respect of a Chargor, all policies of insurance present and future in which it has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies

Rental Income means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations
- (c) a sum equal to any apportionment of rent allowed in favour of any Obligor
- (d) any other monies paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document
- (i) any Tenant Contributions and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Obligor

Secured Assets means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this deed in favour of the Security Agent

Secured Obligations means all monies and liabilities now or after the date of this deed due owing or incurred by the Obligors (or any of them) to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any

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Finance Party under any Finance Document, except for any obligation which, if it were included here, constitute unlawful financial assistance or its equivalent in any other jurisdiction

Secured Property means, at any time, the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, this deed

Security Deed of Accession means a deed in the form set out in schedule 9 (Form of Security Deed of Accession) by which a person will become a party to this deed as a Chargor

Security Period means the period beginning on the date of this deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled and all obligations of the Hedge Counterparties under the Hedging Agreement have been terminated

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares))

Tenant Contributions means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of

- (a) contribution to
 - (i) ground rent
 - (ii) insurance premia
 - (iii) the cost of an insurance valuation
 - (iv) a service or other charge in respect of an Obligor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property or
 - (v) a reserve or sinking fund or
- (b) VAT

1 2 Interpretation

- (a) Unless otherwise defined in this deed, a term defined in the Facility Agreement has the same meaning when used in this deed or any notices, acknowledgements or other documents issued under or in connection with this deed
- (b) In this deed the term **dispose** includes any sale, lease, licence, transfer or loan
- (c) Clause 1 2 (Construction) of the Facility Agreement is incorporated in this deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this deed

1 3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this deed or any other Finance Document entered into under or in connection with it

1 4 Administration

- (a) Any reference in this deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment
- (b) Any reference in this deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice

1 5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this deed to the extent required for any purported disposition of any Secured Assets contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Covenant to pay

Each Chargor covenants with the Security Agent as security agent for the Finance Parties, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

3 Charging provisions**3 1 General**

All Security created by a Chargor under clauses 3 2 to 3 5 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,

- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Agent as security agent for the Finance Parties

3.2 First legal mortgages

Each Chargor charges by way of first legal mortgage its Properties, and all Fixtures on each of its Properties

3.3 Assignments

Each Chargor assigns

- (a) all Rental Income, and all other sums, payable under any Occupational Lease,
- (b) the Relevant Agreements to which it is a party, and
- (c) the Relevant Policies to which it is a party

Each Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

3.4 First fixed charges

Each Chargor charges by way of first fixed charge

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Fixtures on each such property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of the Holding Account,

- (i) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a **Charged Account**),
- (j) all its Intellectual Property,
- (k) all its goodwill and uncalled capital,
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (m) to the extent that any assignment in clause 3.3 is ineffective as an assignment, the assets referred to in that clause

3.5 Floating charge

Each Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4

3.6 Qualifying floating charge

This deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this deed

3.7 Conversion of floating charge to a fixed charge

The Security Agent may, at any time by notice in writing to any Chargor, convert the floating charge created under clause 3.5 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if

- (a) an Event of Default is continuing, or
- (b) in the opinion of the Security Agent that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset

3.8 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Agent or expressly permitted under the terms of any Finance Document)

- (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c), over all of the Floating Charge Assets

3 9 Documents of title

Each Chargor shall deposit with the Security Agent all deeds, certificates and other documents in its possession constituting or evidencing title to the Secured Assets (or otherwise procure that any such deeds, certificates and other documents are held to the order of the Security Agent on terms acceptable to the Security Agent) if so requested by the Security Agent at any time after the Agent has given notice under clause 25 19 (Acceleration) of the Facility Agreement

3 10 Small company moratorium

Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor

4 Continuing security**4 1 Continuing security**

The Security constituted by this deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations

4 2 Recourse

The Security constituted by this deed

- (a) is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them), and
- (b) may be enforced without first having recourse to any other rights of any Finance Party

5 Negative pledge**5 1 No Chargor shall create or permit to subsist any Security over any of its assets****5 2 No Chargor shall**

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) 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
- (d) 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

5 3 Clauses 5 1 and 5 2 do not apply to any Security which is Permitted Security

6 Restrictions on disposals

6 1 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of all or any part of any Secured Assets

6 2 Clause 6 1 does not apply to any Permitted Disposal

7 Further assurance

7 1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)

(a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this deed or by law,

(b) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed, and/or

(c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this deed

7 2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to this deed

7 3 Any document required to be executed by a Chargor under this clause 7 will be prepared at the cost of that Chargor

8 Land Registry

8 1 Application for restriction

(a) In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this deed) at any time after the Agent has given notice under clause 25 19 (Acceleration) of the Facility Agreement

(b) The Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

8.2 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers and this security has been made for securing such further advances

9 Notices of assignments and charges**9.1 Rental Income**

- (a) Each Chargor which is a party to an Occupational Lease shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 4 to each tenant under each Occupational Lease that the Chargor has assigned to the Security Agent all its right, title and interest in the Rental Income and other monies payable under that Occupational Lease
- (b) The relevant Chargor shall give the notices referred to in clause 9.1(a) if so requested by the Security Agent when an Event of Default is continuing
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 4 within 5 Business Days of that notice being given

9.2 Deferred Consideration Agreement

- (a) Each Chargor which is party to a Deferred Consideration Agreement shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 5 to the other parties to each Deferred Consideration Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Deferred Consideration Agreement
- (b) The relevant Chargor shall give the notices referred to in clause 9.2(a) if so requested by the Security Agent at any time after the Agent has given notice under clause 25.19 (Acceleration) of the Facility Agreement
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 5 within 5 Business Days of that notice being given

9.3 Relevant Agreements

- (a) Each Chargor which is party to a Relevant Agreement other than an Occupational Lease or a Deferred Consideration Agreement shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 5 to the other parties to each Relevant Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Agreement
- (b) The relevant Chargor shall give the notices referred to in clause 9.3(a) if so requested by the Security Agent when an Event of Default is continuing
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in

part 2 (Form of acknowledgement) of schedule 5 within 5 Business Days of that notice being given

9 4 Insurance policies

- (a) Each Chargor which is an insured party under a Relevant Policy shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 6 to each insurer under each Relevant Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Policy
- (b) The relevant Chargor shall give the notices referred to in clause 9 4(a)
 - (i) in the case of each Relevant Policy subsisting at the date of this deed, on the date of this deed, and
 - (ii) in the case of each Relevant Policy coming into existence after the date of this deed, on that Relevant Policy being put on risk
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 6 within 10 Business Days of that notice being given

9 5 Blocked Accounts

- (a) Each Chargor holding a Blocked Account shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 7 to the financial institution at which such Blocked Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Blocked Account
- (b) The relevant Chargor shall give the notices referred to in clause 9 5(a)
 - (i) in the case of a Blocked Account held by that Chargor at the date of this deed, on the date of this deed, and
 - (ii) in the case of a Blocked Account opened after the date of this deed, on that Blocked Account being opened
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 7 within 5 Business Days of that notice being given

9 6 Charged Accounts

- (a) Each Chargor holding a Charged Account shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 8 to the financial institution at which such Charged Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Charged Account
- (b) The relevant Chargor will give the notices referred to in clause 9 6(a)
 - (i) in the case of a Charged Account held by that Chargor at the date of this deed, on the date of this deed, and

- (ii) in the case of a Charged Account opened after the date of this deed, on that Charged Account being opened
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (Form of acknowledgment) of schedule 8 within 5 Business Days of that notice being given

10 Subsidiary Shares and Investments

10.1 Delivery of documents

Notwithstanding clause 3.9 (Documents of title), on the later of

- (a) the date of this deed, and
 - (b) the date of acquisition of those Subsidiary Shares, Investments or Related Rights,
- each Chargor shall
- (i) deliver to the Security Agent all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights, and
 - (ii) deliver to the Security Agent such transfer documents (with the transferee left blank) or any other documents as the Security Agent may require or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights

10.2 Dividends

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

10.3 Voting rights

No Chargor shall exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Finance Parties

10.4 Payments

Each Chargor shall make all payments which may become due and payable in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be repayable by the relevant Chargor to the Security Agent on demand and pending such repayment shall constitute part of the Secured Obligations

10 5 Obligations

Each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights

10 6 Compliance with notices

Each Chargor shall comply with any notice served on it under the Companies Act 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights and will promptly provide to the Security Agent a copy of that notice

10 7 Conversion

- (a) Each Chargor shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Security Agent
- (b) Immediately on conversion of any of its Subsidiary Shares, Investments or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, each Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may require in order to protect or preserve the Security intended to be created by this deed

11 Security power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11

12 Enforcement of security**12 1 When security is enforceable**

On the occurrence of any Event of Default which is continuing, the Security created by and under this deed is immediately enforceable

12 2 Acts of enforcement

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this deed is enforceable

- (a) enforce all or any part of the Security created by or under this deed in any manner it sees fit,
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this deed, and rights and powers conferred on a Receiver by this deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets,
- (c) appoint a Receiver to all or any part of the Secured Assets,

- (d) appoint an administrator in respect of any Chargor and take any steps to do so,
- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this deed), or
- (f) if permitted by law, appoint an administrative receiver in respect of any Chargor

12.3 Right of appropriation

To the extent that the Security created by this deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Agent shall have the right on giving prior notice to the relevant Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Security Agent by reference to any available publicly available market price in the absence of which by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Security Agent will constitute a valuation "in a commercially reasonable manner".

12.4 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this deed
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this deed
- (c) The statutory powers of leasing conferred on the Security Agent are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, the Security Agent is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit
- (d) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers

12.5 Contingencies

If the Security Agent enforces the Security constituted by or under this deed at a time when no amounts are due to any Finance Party under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

12.6 Mortgagee in possession - no liability

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

12.7 Redemption of prior mortgages

At any time after the Security created by or under this deed has become enforceable, the Security Agent may, at the sole cost of the Chargors (payable to the Security Agent on demand)

- (a) redeem any prior form of Security over any Secured Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors

12.8 Subsidiary Shares and Investments – following an Event of Default

- (a) If an Event of Default is continuing, each Chargor shall on request by the Security Agent
 - (i) deliver to the Security Agent such stock transfer forms or other transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Subsidiary Shares, the Investments and/or Related Rights referred to in such request,
 - (ii) provide to the Security Agent certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Agent may reasonably require,
 - (iii) procure that each such transfer is promptly registered by the relevant company or other entity,
 - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Security Agent in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable), and
 - (v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Security Agent
- (b) At any time while an Event of Default is continuing, the Security Agent may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or Related Rights in favour of itself or such other person or nominee as it shall select
- (c) At any time after the Security created by or under this deed has become enforceable, the Security Agent and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine
- (d) If any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Security Agent has made a request under clause 12.8(a) or taken any steps under clause 12.2 to enforce Security created by or under this deed, the relevant Chargor shall

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immediately pay such sums received directly to the Security Agent for application in accordance with clause 15 (Application of monies) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct

13 Receiver

13.1 Appointment of Receiver

(a)

- (i) At any time after any Security created by or under this deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(c) (Acts of enforcement)
- (ii) At any time, if so requested in writing by any Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Secured Assets as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925

- (b) Any Receiver appointed under this deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver

- (c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986

- (i) obtaining a moratorium, or
- (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver

13.2 Removal

The Security Agent may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated

13.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13.3
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of

the powers conferred on a Receiver under this deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers

- (iii) A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986
- (iv) A Receiver may, in the name of any Chargor
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset, and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner

(b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) Carry on business

A Receiver may carry on the business of any relevant Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

(d) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any relevant Chargor or relating in any way to any Secured Asset.

(e) Delegation

A Receiver may delegate his powers in accordance with clause 14 (Delegation).

(f) Employees

For the purposes of this deed, a Receiver as he thinks appropriate, on behalf of the relevant Chargor or for itself as Receiver, may

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the relevant Chargor

(g) Leases

A Receiver may let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

(h) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Chargor in relation to any Secured Asset as he considers expedient

(i) Possession

A Receiver may take immediate possession of, get in and collect any Secured Asset

(j) Protection of assets

A Receiver may, in each case as he may think fit

- (i) make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets,
- (ii) commence and/or complete any building operations on the Secured Property or other Secured Asset, and
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence

(k) Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset

(l) Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

(m) Subsidiaries

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Secured Asset

(n) Deal with Secured Assets

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) Voting rights

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights and stocks, shares and other securities owned by that Chargor and comprised in the Secured Assets in such manner as he may think fit.

(p) Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) Acquire land

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) Development

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property.

(s) Landlord's obligations

A Receiver may on behalf of a Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) Uncalled capital

A Receiver may make calls conditionally or unconditionally on the members of any relevant Chargor in respect of uncalled capital.

(u) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the relevant Chargor for all the purposes set out in this clause 13

13 4 Remuneration

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it

14 Delegation

14 1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this deed to any person or persons as it shall think fit Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit

14 2 The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate

15 Application of monies

15 1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

15 2 All monies received by the Security Agent or any Receiver under this deed shall be applied in accordance with the Facility Agreement

15 3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations

16 Remedies and waivers

16 1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this deed No election to affirm this deed on the part of the Security Agent or any Receiver shall be effective unless it is in writing No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law

16 2 A waiver given or consent granted by the Security Agent or any Receiver under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

17 Protection of third parties

17 1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others

- (a) whether the Secured Obligations have become payable,
- (b) whether any power purported to be exercised has become exercisable,
- (c) whether any Secured Obligations or other monies remain outstanding,
- (d) how any monies paid to the Security Agent or to the Receiver shall be applied, or
- (e) the status, propriety or validity of the acts of the Receiver or Security Agent

17 2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver

17 3 In clauses 17 1 and 17 2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them

18 Additional security

The Security created by or under this deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Finance Party

19 Settlements conditional

19 1 If the Security Agent (acting reasonably) believes that any amount paid by a Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this deed, such amount shall not be considered to have been paid

19 2 Any settlement, discharge or release between a Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by that Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise

20 Subsequent Security

If the Security Agent or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the relevant Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the relevant Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by that Chargor to the Security Agent or to any other Finance Party shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations

21 Set-off

A Finance Party may, set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22 Notices

Any communication under this deed or any other Security or Finance Document created by or under this deed, shall be made and given in accordance with the terms of clause 35 (Notices) of the Facility Agreement.

23 Invalidity

Clause 37 (Partial invalidity) of the Facility Agreement shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it.

24 Assignment

The Security Agent may assign or otherwise transfer all or any part of its rights under this deed or any Security created by or under it in accordance with the terms of the Finance Documents.

25 Releases

25.1 Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release and reassign to each relevant Chargor

(a) its rights arising under this deed,

(b) the Secured Assets from the Security created by and under this deed,

and return all documents or deeds of title delivered to it under this deed.

25.2 Prior to the expiry of the Security Period, if a Chargor sells, or otherwise disposes (or proposes to sell or otherwise dispose) of any Secured Assets in a manner which is permitted by the terms of the Finance Documents, the Security Agent shall, if so requested by the relevant Chargor, execute and deliver to that Chargor a deed of release substantially in the form set out at schedule 10 (Form of Deed of Release) of this deed.

26 Currency clauses

26.1 Clause 33.10 (Change of currency) of the Facility Agreement shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors.

- 26 2 If a payment is made to the Security Agent under this deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall

27 Certificates and determinations

Clause 36 2 (Certificates and determinations) of the Facility Agreement shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it and references to the Finance Parties shall be construed as references to the Security Agent

28 Counterparts

This deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this deed or any such Finance Document entered into under or in connection with this deed by e-mail attachment or telecopy shall be an effective mode of delivery.

29 Governing law

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

30 Enforcement

30 1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 30 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

30 2 Service of process

- (a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 30 2.
- (b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be

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made pursuant to clauses 35 (Notices) of the Facilities Agreement (excluding, for this purpose, clause 35.6 (Electronic communication) of the Facilities Agreement)

- (c) Without prejudice to any other mode of service allowed under this Deed, each Chargor (other than a Chargor incorporated in England and Wales)
 - (i) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with this deed (and the Company by its execution of this deed, accepts that appointment), and
 - (ii) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned
- (d) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Company (on behalf of all the Chargors) must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.
- (e) The Company expressly agrees and consents to the provisions of this clause 30 and clause 29 (Governing law)

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

Schedule 1**The Chargors**

Name	Registered number	Jurisdiction of incorporation
Henry Boot plc	00160996	England
Henry Boot Developments Limited	01390361	England
Henry Boot Estates Limited	00276603	England
Hallam Land Management Limited	02456711	England
First National Housing Trust Limited	00276288	England
Banner Plant Limited	00607575	England
Henry Boot Construction Limited	02880202	England
Henry Boot Wentworth Limited	01670475	England
Henry Boot Projects Limited	01679963	England
Henry Boot Developments (Ayr) Limited	03125802	England
Henry Boot Leasing Limited	03248776	England
Winter Ground Limited	04572581	England
Henry Boot Tamworth Limited	05901334	England
Henry Boot Port Talbot Limited	06051156	England
Henry Boot 'K' Limited	06386834	England
Henry Boot Biddenham Limited	05901324	England
Henry Boot (Launceston) Limited	09276678	England
Henry Boot Land Holdings Limited	04570294	England
Henry Boot Swindon Limited	6051131	England
Henry Boot Nottingham Limited	08682793	England
Investments (North West) Limited	06956932	England
Buffergone Limited	00389499	England

Schedule 2

Properties

Registered Land

Chargor		Country and District (or Address or Description London Borough)	Title Number
Henry Boot Developments Limited		The Mall, High Street, Bromley	SGL634994, SGL617030 & SGL619671
Henry Developments Limited	Boot	Chesterfield - Unit 3, Waterloo Court, Markham Vale	DY434028
Henry Developments Limited	Boot	Chesterfield - Unit 8, Waterloo Court, Markham Vale	DY434029
Henry Developments Limited	Boot	Chesterfield - McDonalds, Markham Vale	DY470730
Winter Ground Limited		Callendar Riggs, Falkirk	STG43593, STG35196, STG30953 &STG3128
Henry Developments Limited	Boot	Unit 5, Banner Court, Priory Park, Kingston Upon Hull	HS219865
Henry Developments Limited	Boot	The Courthouse, Deansgate, Manchester	MAN194876
Henry Developments Limited	Boot	The Axis, Parliament Street, Nottingham	NT295911
Henry Developments Limited	Boot	The Square Shopping Precinct, Beeston, Nottingham	NT77510
Henry Boot Developments Limited		Saltwood - Stop 24, Junction 11, M20 Motorway	K906214 and K906215
Henry Boot Estates Limited		Parkhead House, Carver Street Sheffield	SYK168578
Henry Boot Estates Limited		Training Centre, Clay Street, Sheffield	SYK272069
Henry Boot Estates Limited		Former Training Centre, Callywhite Lane Sheffield	DY360613

EXECUTION VERSION

Henry Boot
Developments
Limited

Recticel, Whittle Road, Meir Park, Stoke on Trent -

SF443027

Henry Boot
Developments
Limited

Waitrose, Fairfield Road/Station Road, Warminster

WT270070,
WT119872
&
WT266773

Unregistered Land

Schedule 3

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Henry Boot Plc	Henry Boot Biddenham Limited (Co Reg No 5901324)	100 ordinary shares of £1
Henry Boot Plc	Henry Boot (Launceston) Limited (Co Reg No 9276678)	100 ordinary shares of £1
Henry Boot Plc	Henry Boot Land Holdings Limited (Co Reg No 4570294)	100 ordinary shares of £1
Henry Boot Plc	Henry Boot Developments Ltd (Co Reg No 01390361)	35,000,000 ordinary shares of £1
Henry Boot Plc	Hallam Land Management Ltd (Co Reg No 02456711)	5,000 ordinary shares of £1
Henry Boot Plc	Henry Boot Projects Ltd (Co Reg No 01679963)	2 ordinary shares of £1
Henry Boot Plc	First National Housing Trust Ltd (Co Reg No 00276288)	25,000 ordinary shares of £1
Henry Boot Plc	Henry Boot Swindon Ltd (Co Reg No 06051131)	100 ordinary shares of £1
Henry Boot Plc	Henry Boot Estates Ltd (Co Reg No 00276603)	230,004 ordinary shares of £1
Henry Boot Plc	Henry Boot Construction Ltd (Co Reg No 02880202)	250,002 ordinary shares of £1
Henry Boot Plc	Henry Boot Port Talbot Ltd (Co Reg No 06051156)	100 ordinary shares of £1
Henry Boot Plc	Banner Plant Ltd (Co Reg No 00607575)	10,000 ordinary shares of £1
Henry Boot Plc	Henry Boot Wentworth Ltd (Co Reg No 01670475)	2 ordinary shares of £1
Henry Boot Plc	Henry Boot Leasing Ltd (Co Reg No 03248776)	2 ordinary shares of £1
Henry Boot Plc	Buffergone Ltd (Co Reg No 00389499)	250,000 ordinary shares of £1

EXECUTION VERSION

Henry Boot Developments Ltd	Henry Boot Developments (Ayr) Ltd (Co Reg No 03215802)	2 ordinary shares of £1
Henry Boot Developments Ltd	Winter Ground Ltd (Co Reg No 04572581)	100 ordinary shares of £1
Henry Boot Developments Ltd	Investments (North West) Limited (Co Reg No 06956932)	100 ordinary shares of £1
Henry Boot Developments Ltd	Henry Boot Nottingham Limited (Co Reg No 08682793)	100 ordinary shares of £1
Henry Boot Developments Ltd	Henry Boot Tamworth Ltd (Co Reg No 05901334)	100 ordinary shares of £1
Henry Boot Developments Ltd	Henry Boot 'K' Ltd (Co Reg No 06386834)	100 ordinary shares of £1

Schedule 4

Occupational Leases

Part 1 - Form of notice of assignment

To ♦

Dated ♦

Dear Sirs

The lease described in the attached schedule (the Lease)

We hereby notify you that we have assigned to The Royal Bank of Scotland plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the Lease (including all rental income and other monies payable under the Lease)

We hereby irrevocably and unconditionally authorise and instruct you

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Lease, and
- 2 to pay all sums payable by you under the Lease directly to our account at

Bank ♦
Account number ♦
Sort code ♦

or such other account as the Security Agent may specify from time to time

We remain liable to perform all our obligations [as landlord] under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law

Yours faithfully

for and on behalf of

♦ Limited

Schedule

[Description of Lease]

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To [name of Security Agent]
[address]

To [name of Chargor] (Chargor)
[address]

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that

- (a) we will not agree to any amendment, waiver or release of any provision of the Lease without the prior written consent of the Security Agent,
- (b) we shall act in accordance with the Notice,
- (c) the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease,
- (d) no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach,
- (e) we have made all necessary arrangements for all future payments payable under such Lease to be made to the account specified in the Notice,
- (f) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Lease in favour of any other person, and
- (g) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Lease

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law

For and on behalf of
[Tenant]

Schedule 5

Relevant Agreements

Part 1 - Form of notice of assignment

To ♦

Dated ♦

Dear Sirs

The agreement described in the attached schedule (Agreement)

We hereby notify you that we have assigned to The Royal Bank of Scotland plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the Agreement

We hereby irrevocably and unconditionally authorise and instruct you

1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Agreement and any rights under or in connection with the Agreement, and

2 to pay all sums payable by you under the Agreement directly to our account at

Bank ♦
Account number ♦
Sort code ♦

or such other account as the Security Agent may specify from time to time

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law

Yours faithfully

for and on behalf of
♦ Limited

Schedule

Date	Parties	Description
♦	♦	♦

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Security Agent]*
 [address]

To *[name of Chargor]* (**Chargor**)
 [address]

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate
Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We
confirm that

- (a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement,
- (b) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Security Agent,
- (c) we shall act in accordance with the Notice,
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person,
- (e) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement, and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law

For and on behalf of
♦

Schedule 6

Relevant Policies

Part 1 - Form of notice of assignment

To [insurer]

Dated ♦

Dear Sirs

The insurance policies described in the attached schedule (Relevant Policies)

We hereby notify you that we have assigned to The Royal Bank of Scotland plc (**Security Agent**) as security agent for the benefit of itself and certain financial institutions all our right, title and interest in and to the Relevant Policies

We hereby irrevocably and unconditionally authorise and instruct you

1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Relevant Policies (or any of them), and

2 to pay all sums payable in respect of the loss of rent insurance directly into our account at

Bank ♦
Account number ♦
Sort code ♦

or such other account as the Security Agent may specify from time to time

3 to pay all other sums payable by you under the Relevant Policies (or any of them) into our account at

Bank ♦
Account number ♦
Sort code ♦

or such other account as the Security Agent may specify from time to time

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of it or in connection with it) are governed by English law

Yours faithfully

for and on behalf of

♦ Limited

Schedule

Date of policy	Insured	Policy type	Policy number
♦	♦	♦	♦

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Security Agent]*
 [address]

To *[name of Chargor]* (Chargor)
 [address]

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate
Terms defined in the Notice shall have the same meaning when used in this acknowledgement We
confirm that

- 1 there has been no amendment, waiver or release of any rights or interests in any Relevant
Policy since the date of such policy,
- 2 we have noted the Security Agent's interest as mortgagee and first loss payee on each
Relevant Policy,
- 3 we will not agree to any amendment, waiver or release of any provision of any Relevant
Policy without the prior written consent of the Security Agent,
- 4 we shall act in accordance with the Notice,
- 5 as at the date of this acknowledgement we have not received any notice of assignment or
charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy
in favour of any other person, and
- 6 we do not have and have not claimed or exercised any right or claim against the Chargor or
exercised or attempted to exercise any right of set-off, counterclaim or other right relating to
any Relevant Policy

The provisions of this acknowledgement (and any non-contractual obligations arising out of it or in
connection with it) are governed by English law

For and on behalf of
[insurance company]

Schedule 7

Blocked Accounts

Part 1 - Form of notice of charge

To [insert name and address of Account Bank]

Dated ♦

Dear Sirs

Account number: ♦ (Blocked Account)

Sort code ♦

Account holder: ♦ Limited

We hereby notify you that we have charged by way of first fixed charge to The Royal Bank of Scotland plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Blocked Account

We hereby irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Blocked 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 to that effect, and
- 2 to disclose to the Security Agent such information relating to us and the Blocked Account as the Security Agent may from time to time request you to provide

We also advise you that

- (a) we may not withdraw any monies from the Blocked Account without first having obtained the prior written consent of the Security Agent, and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of it or in connection with it) are governed by English law

Yours faithfully

for and on behalf of
♦ Limited

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Security Agent]*
 [address]

To *[name of Chargor]* (**Chargor**)
 [address]

Dated ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that

- (a) we shall act in accordance with the Notice,
- (c) as at the date of this acknowledgement we have not received any notice of assignment or charge over the Chargor's interest in the Blocked Account in favour of any other person, and
- (d) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Blocked Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of it or in connection with it) are governed by English law.

For and on behalf of
[account holding institution]

Schedule 8

Charged Accounts

Part 1 - Form of notice of charge

To *[insert name and address of account holding institution]*

Account number ♦ (Charged Account)
Sort code ♦
Account holder ♦ Limited

We hereby notify you that we have charged by way of first fixed charge to The Royal Bank of Scotland plc (**Security Agent**) as security agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Charged Account

We hereby irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged 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 to that effect, and
- 2 to disclose to the Security Agent such information relating to us and the Charged Account as the Security Agent may from time to time request you to provide

By countersigning this notice, the Security Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Charged Account until

- (a) you receive a notice in writing to the contrary from the Security Agent,
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first)

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us

The provisions of this notice (and any non-contractual obligations arising out of it or in connection with it) are governed by English law

Yours faithfully

for and on behalf of ♦ Limited

Countersigned for and on behalf of
the Security Agent

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Security Agent]*
 [address]

To *[name of Chargor]* (Chargor)
 [address]

Dated ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that

- (a) we shall act in accordance with the Notice,
- (c) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Charged Account in favour of any other person, and
- (d) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Charged Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of it or in connection with it) are governed by English law.

For and on behalf of
[account holding institution]

Schedule 9

Form of Security Deed of Accession

This Deed is made on ♦

Between

- (1) ♦ (registered in England with number ♦) for itself and for the Chargors (**Company**),
- (2) ♦ (registered in England with number ♦) (**Acceding Chargor**), and
- (3) ♦ as security agent for the Finance Parties (**Security Agent**)

Whereas

- (A) This Deed is supplemental to a debenture dated ♦ between, inter alia, the Company, the Chargors and the Security Agent (**Debenture**)
- (B) [The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Company as its agent on the terms set out in the Accession Deed]

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed

1.2 Interpretation

Clauses 1.2 (Interpretation) 1.3 (Third party rights) 1.4 (Administration) and 1.5 (Incorporated terms) and of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as security agent for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 (inclusive) of this Deed is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset, and
- (d) in favour of the Security Agent as security agent for the Finance Parties

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage its Properties including but not limited to those listed in schedule 1 to this deed (Properties) and all Fixtures on each of its Properties

2.5 Assignments

- (a) The Acceding Chargor assigns
 - (i) all Rental Income, and all other sums, payable under any Occupational Lease
 - (ii) its Relevant Agreements including but not limited to the agreements described in schedule 3 (Relevant Agreements) to this Deed, and
 - (iii) its Relevant Policies
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Occupational Leases, the Relevant Agreements and the Relevant Policies
- (c) The Acceding Chargor shall comply with its obligations under clause 9.1 (Rental Income) of the Debenture in respect of each Occupational Lease to which the Properties are subject
- (d) The Acceding Chargor shall comply with its obligations under clause 9.2 (Relevant Agreements) of the Debenture in respect of each Relevant Agreement (other than an Occupational Lease) assigned under this clause 2.5 (Assignments)
- (e) The Acceding Chargor shall comply with its obligations under clause 9.4 (Insurance Policies) of the Debenture in respect of each Relevant Policy assigned under this clause 2.5 (Assignments)

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4 of this Deed) and, in each case, the Fixtures on each such property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights,
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person, other than any Blocked Account,
- (i) all its Intellectual Property,
- (j) all its goodwill and uncalled capital,
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (l) to the extent that any assignment in clause 2.5 of this Deed is ineffective as an assignment, the assets referred to in that clause

2.7 Floating charge

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.5(b) of this Deed

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and clause 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 22 (Notices) of the Debenture are as follows

Address ♦

Facsimile ♦

Attention ♦

6 Counterparts

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

7 Governing law and jurisdiction

Clause 29 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed

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

Schedule 1

Properties

Registered Land

Chargor	Country and District (or Address or Description London Borough)	Title Number
---------	--	-----------------

Unregistered Land

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
♦	♦	♦

Schedule 3

Relevant Agreements

Date	Parties	Description
♦	♦	♦

EXECUTION VERSION

The Company

The common seal of)
♦ Limited/plc)
was affixed to this deed in the presence of)

Director

Director/Secretary

The Acceding Chargor

The common seal of)
♦ Limited/plc)
was affixed to this deed in the presence of)

Director

Director/Secretary

The Security Agent

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of ♦)
in the presence of)

Signature of witness

Name

Address

Schedule 10

Form of Deed of Release

This Deed is made on

20♦

By

- (1) ♦ as security agent for the Finance Parties (as such term is defined in the Facilities Agreement) (**Security Agent**), in favour of
- (2) ♦ [**Limited/plc**] (registered in [England] with number ♦) (**Chargor**)

It is agreed

1 Definitions

In this Deed

[Assets] means the assets of the Chargor specified in the schedule to this Deed]

Company means Henry Boot plc (registered in England with number 160996)

Debenture means a debenture dated ♦ 2015 between the Chargor and others in favour of Security Agent

Facilities Agreement means a facilities agreement dated ♦ between the Company as original borrower, the Company and certain of its subsidiaries as original guarantors, The Royal Bank of Scotland plc, Santander UK plc and Barclays Bank PLC as original lenders, The Royal Bank of Scotland plc, Santander UK plc and Barclays Bank PLC as arrangers, and The Royal Bank of Scotland plc as agent and security agent

[Property] means the property of the Chargor specified in the schedule to this Deed]

2 Release and reassignment

The Security Agent hereby irrevocably and unconditionally

- (a) [releases to the Chargor the [Property][Assets] charged, mortgaged or otherwise secured in favour of the Security Agent by the Chargor pursuant to the Debenture[]], and]
- (b) [reassigns to the Chargor the Assets which were assigned to the Security Agent pursuant to the Debenture]

3 Retention of rights

The Debenture shall remain in full force and effect as a continuing security over the remaining property, assets and undertaking referred to in the Debenture

4 Expenses

The Company shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) properly incurred by the Security Agent in connection with the negotiation, preparation, printing and execution of this Deed

5 Further assurance

The Security Agent undertakes (at the cost of the Company) to do all things, give all notices and execute and sign all such deeds and documents as may reasonably be required to perfect the discharge and release of the security over the [Property][Assets]

6 Finance Document

This Deed is a Finance Document

7 Counterpart

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

8 Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law

Executed as a deed by the Security Agent or its duly authorised representative but not delivered until the date of this Deed

The Security Agent

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of ♦)
in the presence of)

Signature of witness

Name

Address

The Chargor

Executed as a deed by)
♦)
acting by a director in the presence of) Director

Signature of witness

Name

Address

Schedule 11

Form of Supplemental Debenture

This Deed is made on

Between

- (1) ♦ (registered in ♦ with number ♦) for itself and for the Chargors (**Company**),
- (2) ♦ (registered in ♦ with number ♦) (**Chargor**), and
- (3) ♦ as security agent for the Finance Parties (**Security Agent**).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

Debenture means a debenture granted by Henry Boot plc as the company, the companies listed therein at schedule 1 as chargors in favour of The Royal Bank of Scotland plc as security agent dated ♦

Facility Agreement means the facility agreement between the Company as original borrower and original guarantor, the companies listed therein in schedule 1 as original guarantors, Barclays Bank PLC, Santander UK plc and The Royal Bank of Scotland plc as arrangers, Barclays Bank PLC, Santander UK plc and The Royal Bank of Scotland plc as original lenders, and The Royal Bank of Scotland plc as agent and security agent and dated ♦

Finance Document has the meaning given to it in the Facility Agreement

Finance Parties has the meaning given to it in the Facility Agreement

Occupational Lease means any occupational lease or licence to which the Property (or any part of the Property) is subject

Party means a party to this Deed

Property means the property described in the schedule (Property)

Security has the meaning given to it in the Facility Agreement

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Debenture has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed
- (b) Clause 1.2 (Interpretation) of the Debenture is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Deed** (meaning the Debenture) shall be read as a reference to this Deed

1 3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it

1 4 Debenture

- (a) This deed is supplemental to the Debenture
- (b) On and from the date of this Deed, the Property shall be deemed to form part of the Secured Assets and the Secured Property for the purposes of the Debenture
- (c) Clauses 2 (Covenant to pay), 3 9 (Documents of title), 3 10 (Small company moratorium), 4 (Continuing security), 7 (Further assurance), 11 (Security power of attorney), 12 (Enforcement of security) to 30 (Enforcement) (inclusive) of the Debenture shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that each reference in those clauses to this Deed (meaning the Debenture) shall be read as a reference to this Deed
- (d) The Debenture shall remain in full force and effect and all references in the Finance Documents to the Debenture shall be to the Debenture as supplemented by this Deed

1 5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Charging provisions**2 1 General**

All Security created by the Chargor under clauses 2 2 to 2 4 inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee,
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Security Agent in and to the relevant Secured Asset,
- (d) granted in favour of the Security Agent as security agent for the Finance Parties, and

- (e) granted pursuant to clause 7 (Further assurance) of the Debenture

2.2 First legal mortgage

The Chargor charges by way of first legal mortgage the Property and all its interest in the Fixtures on such property for the time being

2.3 Assignments

The Chargor assigns

- (a) all Rental Income in respect of the Property, and all other sums, payable under any Occupational Lease,
- (b) the Relevant Agreements relating to the Property and to which it is a party, and
- (c) the Relevant Policies relating to the Property

Each Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy to which it is a party

2.4 First fixed charges

Each Chargor charges by way of first fixed charge

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.2) and, in each case, the Fixtures on each such property,
- (b) the proceeds of sale of the Property and all licences to enter on or use the Property, and
- (c) the benefit of all other agreements, instruments and rights relating to the Property

3 Land Registry

3.1 Application for restriction

- (a) In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property including the Property (and any unregistered properties subject to compulsory first registration at the date of this Deed) at any time after the Agent has given notice under clause 25.19 (Acceleration) of the Facility Agreement
- (b) The Chargor confirms that so far as any of the Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

3.2 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrowers (as defined in the Facility Agreement) and this security has been made for securing such further advances

4 Notices of assignments and charges

4.1 Rental Income

The Chargor shall comply with its obligations under clause 9.1 (Rental Income) of the Debenture in respect of each Occupational Lease to which the Property is subject

4.2 Relevant Agreements

The Chargor shall comply with its obligations under clause 9.2 (Relevant Agreements) of the Debenture in respect of each Relevant Agreement (other than an Occupational Lease) assigned under clause 2.3 (Assignments)

4.3 Insurance policies

The Chargor shall comply with its obligations under clause 9.4 (Insurance Policies) of the Debenture in respect of each Relevant Policy assigned under clause 2.3 (Assignments)

5 Finance Document

This Deed is a Finance Document

6 Counterparts

This Deed and/or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed and/or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

7 Governing law and jurisdiction

Governing law

This Deed (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

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

The Schedule**Property**

Description	Title Number(s)

EXECUTION VERSION

The Company

The common seal of)
♦ Limited/plc)
was affixed to this deed in the presence of)

Director

Director/Secretary

The Chargor

The common seal of)
♦ Limited/plc)
was affixed to this deed in the presence of)

Director

Director/Secretary

The Security Agent

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of ♦)
in the presence of)

Signature of witness

Name

Address

SIGNATORIES TO THE DEBNTURE

The Company

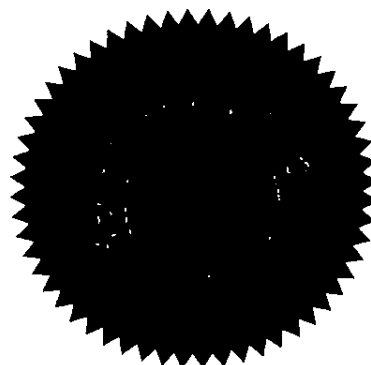
Executed as a deed, but not delivered until the)
first date specified on page 1, by)
Henry Boot plc by the affixing of its common)
seal in the presence of

[Redacted]

Director *JOHN TREVOOR FUTCULIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



Borrower

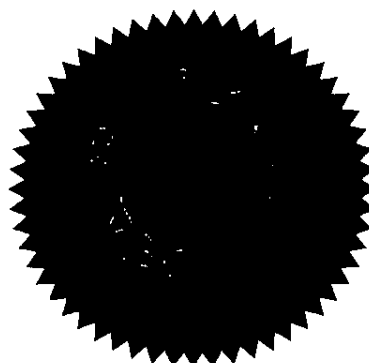
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first date specified on page 1, by)
Henry Boot plc by the affixing of its common)
seal in the presence of

[Redacted]

Director *JOHN TREVOOR FUTCULIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



Chargors

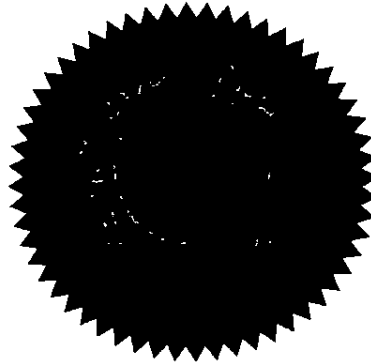
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 first date specified on page 1, by)
Henry Boot plc by the affixing of its common)
 seal in the presence of

[Redacted]

Director *JOHN TREVOR GUTCLIFFE*
 Name (block capitals)

[Redacted]

Director/Secretary
 Name (block capitals) *RUSSELL ALAN DEARDS*



Executed as a deed, but not delivered until the)
 first date specified on page 1, by)
Henry Boot Developments Limited by the)
 affixing of its common seal in the presence of

[Redacted]

Director *JOHN TREVOR GUTCLIFFE*
 Name (block capitals)

[Redacted]

Director/Secretary
 Name (block capitals) *RUSSELL ALAN DEARDS*



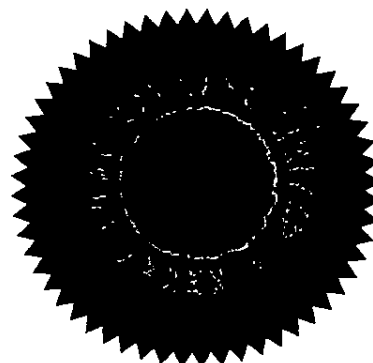
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 first date specified on page 1, by)
Henry Boot Estates Limited by the affixing of)
 its common seal in the presence of

[Redacted]

Director *JOHN TREVOR GUTCLIFFE*
 Name (block capitals)

[Redacted]

Director/Secretary
 Name (block capitals) *RUSSELL ALAN DEARDS*



EXECUTION VERSION

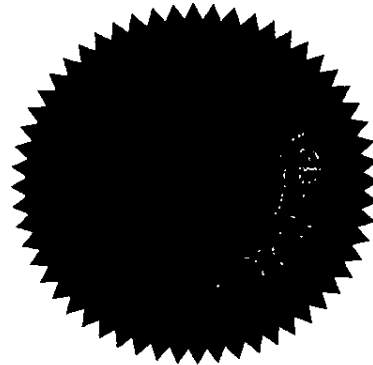
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first date specified on page 1, by)
Hallam Land Management Limited by the)
affixing of its common seal in the presence of

[Redacted]

Director *JOHN TREVOR SUTCLIFFE*
Name (block capitals)

[Redacted]

~~Director/Secretary~~ *RUSSELL ALAN DEARDS*
Name (block capitals)



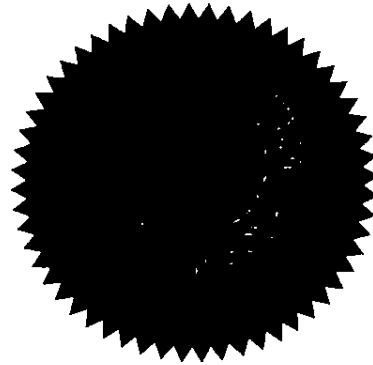
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first date specified on page 1, by)
First National Housing Trust Limited by the)
affixing of its common seal in the presence of

[Redacted]

Director *JOHN TREVOR SUTCLIFFE*
Name (block capitals)

[Redacted]

~~Director/Secretary~~ *RUSSELL ALAN DEARDS*
Name (block capitals)



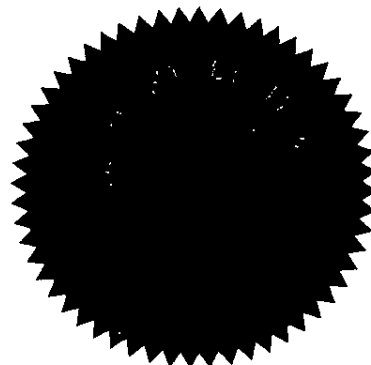
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first date specified on page 1, by)
Banner Plant Limited by the affixing of its)
common seal in the presence of

[Redacted]

Director *JOHN TREVOR SUTCLIFFE*
Name (block capitals)

[Redacted]

~~Director/Secretary~~ *RUSSELL ALAN DEARDS*
Name (block capitals)



EXECUTION VERSION

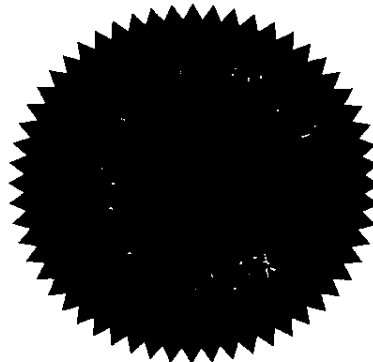
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first date specified on page 1, by)
Henry Boot Construction Limited by the)
affixing of its common seal in the presence of



Director
Name (block capitals) *JOHN TREVOR GUTHRIE*



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



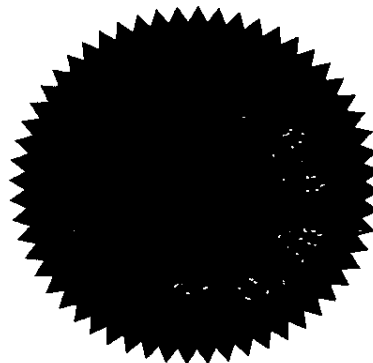
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first date specified on page 1, by)
Henry Boot Wentworth Limited by the affixing)
of its common seal in the presence of



Director
Name (block capitals) *JOHN TREVOR GUTHRIE*



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



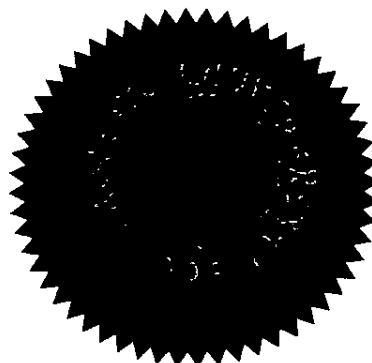
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first date specified on page 1, by)
Henry Boot Projects Limited by the affixing of)
its common seal in the presence of



Director
Name (block capitals) *JOHN TREVOR GUTHRIE*



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



EXECUTION VERSION

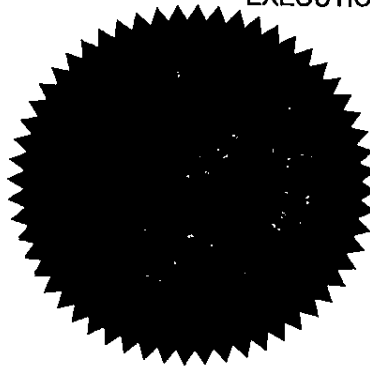
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first date specified on page 1, by)
Henry Boot Developments (Ayr) Limited by)
the affixing of its common seal in the presence
of

[Redacted]

Director *JOHN TREVOR BUTCLIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



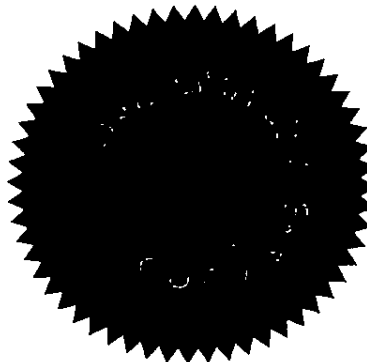
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Henry Boot Leasing Limited by the affixing of)
its common seal in the presence of

[Redacted]

Director *JOHN TREVOR BUTCLIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



Executed as a deed, but not delivered until the)
first date specified on page 1, by)
Winter Ground Limited by the affixing of its)
common seal in the presence of

[Redacted]

Director *JOHN TREVOR BUTCLIFFE*
Name (block capitals)



[Redacted]


Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*

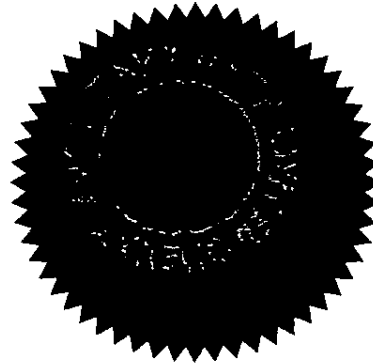


EXECUTION VERSION

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first date specified on page 1, by)
Henry Boot Tamworth Limited by the affixing)
of its common seal in the presence of


 
Director
Name (block capitals) *JOHN TREWEL EUTCLIFFE*

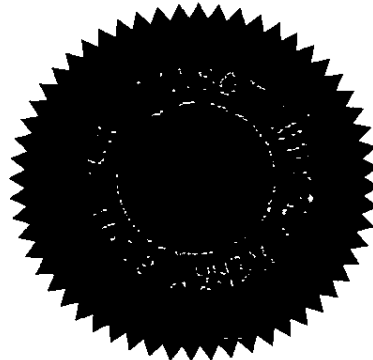

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



Executed as a deed, but not delivered until the)
first date specified on page 1, by)
Henry Boot Port Talbot Limited by the affixing)
of its common seal in the presence of


Director
Name (block capitals) *JOHN TREWEL EUTCLIFFE*

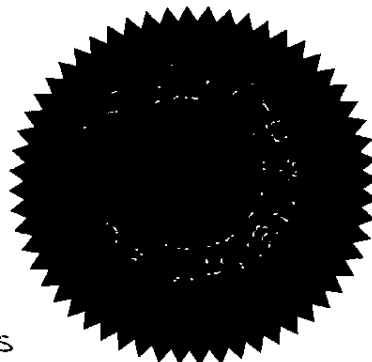

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



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first date specified on page 1, by)
Henry Boot 'K' Limited by the affixing of its)
common seal in the presence of


Director
Name (block capitals) *JOHN TREWEL EUTCLIFFE*


Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



EXECUTION VERSION

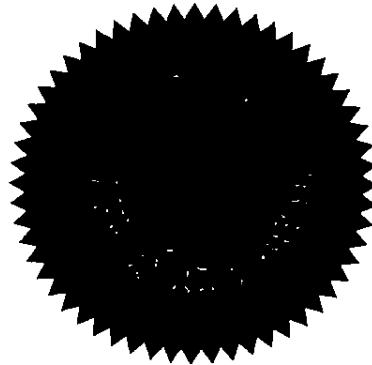
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first date specified on page 1, by)
Henry Boot Biddenham Limited by the)
affixing of its common seal in the presence of

[Redacted]

Director *JOHN TREUOR SUTCLIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



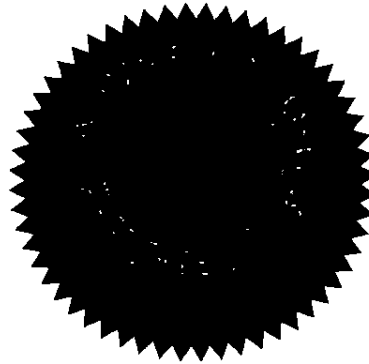
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affixing of its common seal in the presence of

[Redacted]

Director *JOHN TREUOR SUTCLIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



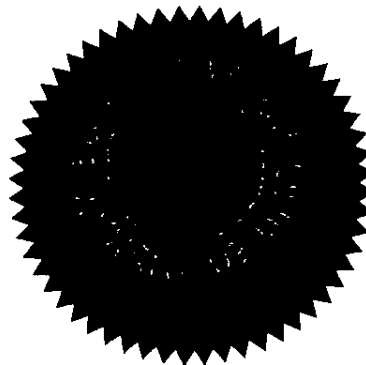
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first date specified on page 1, by)
Henry Boot Swindon Limited by the affixing of)
its common seal in the presence of

[Redacted]

Director *JOHN TREUOR SUTCLIFFE*
Name (block capitals)

[Redacted]

Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



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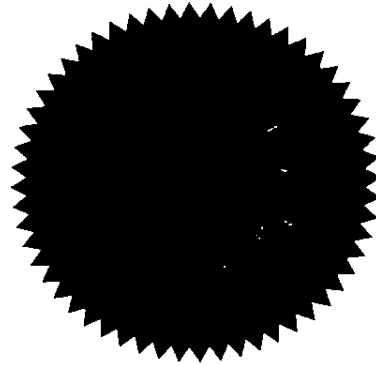
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affixing of its common seal in the presence of



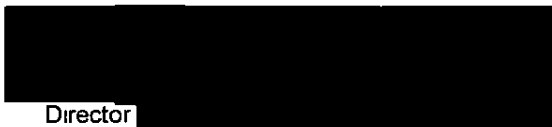
Director *JOHN TREVOR BUTCHIFFE*
Name (block capitals)



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



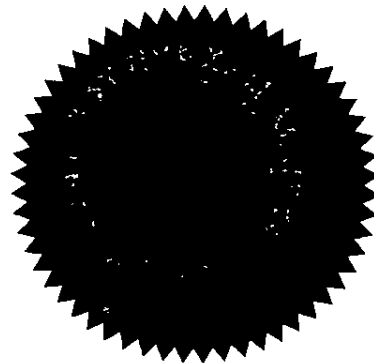
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first date specified on page 1, by)
Henry Boot Nottingham Limited by the)
affixing of its common seal in the presence of



Director *JOHN TREVOR BUTCHIFFE*
Name (block capitals)



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



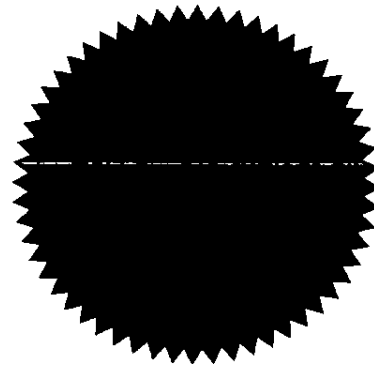
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first date specified on page 1, by)
Investments (North West) Limited by the)
affixing of its common seal in the presence of



Director *JOHN TREVOR BUTCHIFFE*
Name (block capitals)



Director/Secretary
Name (block capitals) *RUSSELL ALAN DEARDS*



EXECUTION VERSION

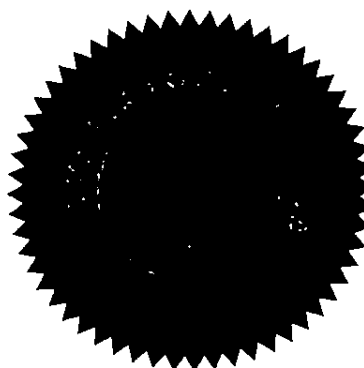
Executed as a deed, but not delivered until the)
 first date specified on page 1, by)
Buffergone Limited by the affixing of its)
 common seal in the presence of)



Director *JOHN TREVOR SUTCLIFFE*
 Name (block capitals)



Director/Secretary
 Name (block capitals) *RUSSELL ALAN DEARDS*

**The Security Agent**

Executed as a deed)
 by)
 as duly authorised attorney)
 for and on behalf of **The Royal Bank of**)
Scotland plc in the presence of)

Signature of witness

Name

Address