

MR01

Particulars of a charge

Laserform

18737178

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


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

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

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

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

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

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

WEDNESDAY



A46U0PS0

A17

06/05/2015

#57

COMPANIES HOUSE

For official use

1

Company details

Company number 0 2 8 9 5 3 1 5

Company name in full Zoggs International Limited

→ **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 0 1 0 5 2 0 1 5 /

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 HSBC Bank plc (**Lender**) /

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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Particulars of a charge

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 Addleshaw Goddard LLP X

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

MR01

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 BASRKA/15421-1496

Company name Addleshaw Goddard LLP

Address Milton Gate

60 Chiswell Street

Post town London

County/Region

Postcode E C 1 Y 4 A G

Country United Kingdom

DX 47 London

Telephone 020 7606 8855



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2895315

Charge code: 0289 5315 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2015 and created by ZOGGS INTERNATIONAL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2015.

OK

Given at Companies House, Cardiff on 12th May 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Dated 1 May 2015

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

Addleshaw Goddard LLP

DATE 5 May 2015
ADDLESHAW GODDARD LLP

ZOGGS GROUP LIMITED
as Parent

THE COMPANIES LISTED IN SCHEDULE 1
as Chargors

HSBC BANK PLC
as Lender

DEBENTURE

This Debenture is subject to the terms of an intercreditor deed dated today's date

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This Debenture is made on

1 May 2015

Between

- (1) **Zoggs Group Limited** (registered in England with number 04710181) (**Parent**),
- (2) **The Subsidiaries of the Parent** listed in schedule 1 (**The Chargors**) (together with the Parent, the **Original Chargors**), and
- (3) **HSBC Bank plc** (**Lender**)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

Account has the meaning given to it in clause 3.4(i) (**First fixed charges**)

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

Blocked Account means each Mandatory Prepayment Account and each Holding Account

Chargor means an Original Chargor or an Additional Chargor

Chattels has the meaning given to it in clause 3.4(d) (**First fixed charges**)

Debts has the meaning given to it in clause 3.4(g) (**First fixed charges**)

Declared Default means an Event of Default which has resulted in the Lender exercising any of its rights pursuant to clause 24.18 (**Acceleration**) of the Facilities Agreement

Delegate means any delegate, agent, nominee, attorney or co trustee appointed by the Lender

Facilities Agreement means the facilities agreement between, amongst others, the Parent, the subsidiaries of the Parent listed in schedule 1 as original borrowers, the Parent and the subsidiaries of the Parent listed in schedule 1 as original guarantors and the Lender dated on or about the date of this Deed under which the Lender agrees to make available to the Original Borrowers term loans

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**)

Hedge Counterparty has the meaning given to that term in the Intercreditor Deed

Insurance Policies means, in respect of a Chargor, all policies of insurance, relating to the Secured Property present and future in which it has an interest

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

Key-man Policies means the key-man policies of life insurance described in schedule 5 (Key-man Policies) and all key-man insurance policies in respect of the life, disability or critical illness of a member of Senior Management put on risk after the date of this Deed and only in respect of which the relevant Chargor is the insured party, together with all monies payable in respect of those policies

Party means a party to this Deed

Premises means any building on a Secured Property

Properties mean the properties listed in schedule 2 (Properties) (if any)

Receiver means any receiver, manager or administrative receiver appointed by the Lender 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) the Acquisition Agreement, and
- (b) each other agreement designated as a Relevant Agreement by the Lender and the Company in writing

Relevant Policies means all Insurance Policies (other than Key-man Policies and policies in respect of third party liability) together with all monies payable in respect of those policies

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 Lender

Secured Obligations means, in respect of any Chargor, all monies and liabilities now or after the date of this Deed due, owing or incurred by that Chargor to the Secured Parties pursuant to the Finance Documents, 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 the Lender under any Finance

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

Secured Parties means the Lender, the Hedge Counterparty and any Receiver or Delegate and "**Secured Party**" means any of them

Secured Property means at any time the Properties and all other freehold or leasehold or commonhold property which is (if leasehold of a term longer than 25 years remaining on the lease) 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 11 (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 Lender is satisfied acting in good faith, that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender to the Borrowers (or any of them) have been cancelled

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))

Supporting Documents means the Transaction Security Documents, the Reports and any legal or other opinion or other report held or obtained by the Lender in connection with the Finance Documents

1 2 Interpretation

- (a) Unless otherwise defined in this Deed a term defined in the Facilities 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 Facilities 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
- (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

1 6 Intercreditor Deed

This Deed is subject to the terms of the Intercreditor Deed

1 7 Personal Liability

A director, officer or employee who signs in good faith a certificate or other document required to be delivered pursuant to a Finance Document on behalf of a member of the Group but which proves to be incorrect or misleading shall not incur any individual personal liability to the Lender provided such person did not act fraudulently or was grossly negligently or with wilful default in so signing such certificate or other document

1 8 Conflict with the Facilities Agreement

To the extent of any inconsistency or conflict between the provisions of this deed and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail.

2 Covenant to pay

Each Chargor covenants with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge

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 Lender

3.2 First legal mortgages

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

3.3 Assignments

- (a) Each Chargor assigns (subject to a proviso for reassignment on redemption)
 - (i) the Key-man Policies to which it is a party,
 - (ii) the Relevant Agreements to which it is a party, and
 - (iii) the Relevant Policies to which it is a party
- (b) Each Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements and the Relevant Policies to which it is a party
- (c) Notwithstanding the other terms of this clause 3.3, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

3.4 First fixed charges

Each Chargor charges by 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 Premises and 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, (together **Chattels**) 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 each Blocked 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 an **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 Lender 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) a Declared Default is continuing, or
- (b) in the opinion of the Lender (acting reasonably) that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset, in which event, the conversion to a fixed charge shall only affect that Floating Charge Asset

3.8 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Lender 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 of that Chargor

3 9 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 to Schedule A1 of 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 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect, unless and until discharged by the Lender 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 the Lender 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 the Lender

5 Negative pledge

5 1 No Chargor shall create or permit to subsist any Security over any of its assets, except in accordance with the terms of the Facilities Agreement or with the prior written consent of the Lender

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 or any other member of the Group,
- (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 or arrangement which is Permitted Security or a Permitted Transaction

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 sell, lease, transfer or otherwise dispose of any Secured Assets

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

7 Further assurance

7 1 Subject to the Agreed Security Principles, each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender 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 Lender provided by or pursuant to this Deed or by law,

(b) to confer on the Lender 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 a Declared 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 Lender 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 the Secured Properties, 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)

(b) Each Chargor confirms that so far as any of the Secured Property is unregistered, a Chargor is in actual occupation of such Property on an exclusive basis and, except by virtue of any leases, underleases, tenancies, licences or other agreements or arrangements giving rise to rights of occupation (in each case as amended) to which the Property is subject, no person, other than a Chargor, has any right (actual or contingent) to possession, occupation or use of or interest in the Properties

8 2 Tacking and further advances

The Lender is, subject to the terms of the Facilities Agreement, under an obligation to make further advances to the Borrowers and this security has been made for securing such further advances. The Lender and each Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed)

9 Notices of assignments and charges

9 1 Key-man Policies

- (a) Each Chargor which is an insured party under a Key-man Policy shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 5 to each insurer under each Key-man Policy that the Chargor has assigned to the Lender all its right, title and interest in that Key-man Policy
- (b) The relevant Chargor shall give the notices referred to in clause 9 1(a)
 - (i) in the case of a Key-man Policy subsisting at the date of this Deed, on the date of this Deed, and
 - (ii) in the case of a Key-man Policy coming into existence after the date of this Deed, on that Key-man Policy on the date of any Declared Default
- (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 2 Relevant Agreements

- (a) Each Chargor which is party to a Relevant Agreement shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 4 to the other parties to each Relevant Agreement that the Chargor has assigned to the Lender all its right, title and interest in that Relevant Agreement.
- (b) The relevant Chargor shall give the notices referred to in clause 9 2(a)
 - (i) in the case of the Acquisition Agreement in existence as at the date of this Deed, on the date of this Deed, and
 - (ii) in the case of each Relevant Agreement coming into existence or being designated as such after the date of this Deed on the date of any Declared Default
- (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

9.3 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 7 to each insurer under each Relevant Policy that the Chargor has assigned to the Lender all its right, title and interest in that Relevant Policy
- (b) The relevant Chargor shall give the notices referred to in clause 9 3(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 the date of any Declared Default
- (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
- (d) If the Lender receives, prior to the occurrence of a Default which is continuing, any sum in respect of a Relevant Policy or Key-man Policy which represents Excluded Insurance Proceeds because the relevant Chargor is required or otherwise intends to apply such sum towards a purpose specified in the definition of Excluded Insurance Proceeds in clause 8 2 (Disposal, Insurance, Acquisition Proceeds and Excess Cashflow) of the Facilities Agreement, the Lender shall, as soon as reasonably practicable and in any event within 5 Business Days following receipt of a written request from the relevant Chargor transfer such sum to that Chargor and, at the cost of the relevant Chargor, take any other action reasonably requested by the Chargor in order to allow that Chargor to apply such sum in accordance with the terms of the Facilities Agreement

9 4 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 8 to the financial institution at which such Blocked Account is held (if such financial institution is not the Lender) 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 4(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 8 within 5 Business Days of that notice being given

9 5 Charge over accounts

- (a) Each Chargor holding an Account shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 9 to the financial institution at which such Account is held (if such financial institution is not the Lender) that the Chargor has created a fixed charge over the balance standing to the credit of that Account
- (b) The relevant Chargor will give the notices referred to in clause 9 5(a)
 - (i) in the case of an Account held by that Chargor at the date of this Deed, on the date of this Deed, and
 - (ii) in the case of an Account opened after the date of this Deed, on that 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 acknowledgement) of schedule 9 within 5 Business Days of that notice being given, unless the Account is held with the Lender

9 6 Register of Trade Marks

Each Chargor as registered proprietor hereby appoints the Lender as its agent to apply for the particulars of this Deed and the Lender's interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 Each Chargor hereby agrees to execute all documents and forms reasonably required to enable such particulars to be entered on the Register of Trade Marks

10 Undertakings

Each Chargor undertakes to the Lender in accordance with this clause 10 The undertakings in this clause 10 shall remain in force during the Security Period

10 1 Real property

(a) Access

It will permit the Lender and such person or persons as the Lender shall nominate at all reasonable times and on reasonable notice to enter on any part of its Secured Property

(b) Future acquisitions and legal mortgage

It shall

- (i) notify the Lender promptly of any acquisition of any freehold, leasehold or other interest in freehold or leasehold property where it shall have the benefit of any such property,
- (ii) at its cost, execute and deliver to the Lender on demand, a legal mortgage (in form and substance satisfactory to the Lender and in substantially the same terms as this Deed) in favour of the Lender of any freehold or leasehold (if

leasehold of a term longer than 25 years remaining on the lease) or other interest in property which becomes vested in it after the date of this Deed,

- (iii) obtain any consents required for the Security referred to in this clause 10 1(b), and
- (iv) if applicable procure that notice of this Deed is noted in the appropriate manner on the title to any property which becomes vested in it after the date of this Deed

(c) **Deposit of title deeds**

If requested and in so far as the Chargor is reasonably able to do so, it shall deposit with the Lender all deeds and documents to title relating to its Secured Property other than if already held by the Lender's solicitors on behalf of and to the Lender's order or at HM Land Registry for the purpose of registration

(d) **Outgoings**

It will indemnify the Lender and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it upon the same becoming due and payable

10 2 **Leases**

(a) **Lease and covenant compliance**

It shall.

- (i) perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject,
- (ii) properly perform (and indemnify the Lender and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property,
- (iii) as soon as reasonably practicable notify the Lender of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property,

in the case of (i) and (ii) above, where failure to do so will, or is reasonably likely to, be materially adverse to the Lender

(b) **Landlord's consent**

If under the terms of any lease under which it holds an interest in any Secured Property, the Chargor is not permitted to charge its interest in such Secured Property without the consent of the landlord,

- (i) it undertakes, upon request of the Lender and promptly to make an application for landlord's consent to the creation of the fixed charge contained in clause 3 4 (First fixed charges) and any charge to be created under clause

7 (Further assurance), shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Lender (upon request acting reasonably) informed of the progress of its negotiations with such landlord,

(ii) subject to clause 10 2(b)(iii).

(A) no breach of clause 20 6 (Validity and admissibility in evidence) of the Facilities Agreement nor any other representation in the Finance Documents shall occur by virtue of the Chargor's failure to have obtained such landlord's consent, and

(B) if the landlord indicates in writing that it proposes to commence, or commences an action of forfeiture of the lease, the Lender shall release from such fixed charge, the relevant Chargor's interest in the lease,

(iii) clause 10 2(b)(ii) shall only apply where the relevant Chargor has complied with its obligations under clause 10 2(b)(ii), but the landlord has not given the consent requested of it;

(iv) upon receipt by the Lender of evidence in writing of the unconditional consent of the landlord to the creation and existence of the fixed charge over the Chargor's interest in such lease, clause 10 2(b)(ii) shall cease to apply in respect of the relevant Secured Property

(c) **No variation to lease**

It shall not without the prior written consent of the Lender alter or vary or agree to alter or vary the terms of any material lease under which it holds any Secured Property or any lease to which any Secured Property is subject, where failure to do so will, or is likely to be materially adverse to the Lender

(d) **No surrender or termination**

It shall not without the prior written consent of the Lender or as permitted by the Facilities Agreement, surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject

(e) **Lease or right to occupy**

It will not without the prior written consent of the Lender, or as permitted by the Facilities Agreement

(i) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property, or

(ii) grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it

(f) **Forfeiture**

It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured

Property is subject, liable to forfeiture or otherwise determinable and where failure to do so will, or is likely to be materially adverse to the Lender

10.3 Chattels

Where failure to do so will, or is likely to be materially adverse to the Lender

- (a) It will keep all Chattels comprised in its Secured Assets in a good state of repair and in good working order and condition
- (b) It shall repair, as and when necessary any material defect or damage to any of its Chattels as soon as reasonably practicable and if it fails to do so the Lender may (acting reasonably), but shall not be obliged to, do so

10.4 Subsidiary Shares and Investments

- (a) On the later of
 - (i) the date of this Deed, and
 - (ii) the date of acquisition of those Subsidiary Shares, Investments or Related Rightsit shall
 - (A) deliver to the Lender 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
 - (B) deliver to the Lender such transfer documents (with the transferee left blank) or any other documents as the Lender may require (acting reasonably) or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights
- (b) Until a Declared Default has occurred, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights
- (c) It shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is reasonably likely to be prejudicial to the interests of the Lender
- (d) It 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 Lender may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Lender shall be repayable by the relevant Chargor to the Lender on demand and pending such repayment shall constitute part of the Secured Obligations
- (e) It 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 Lender shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights

- (f) It shall comply with any notice served on it under CA 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, as soon as reasonably practicable provide to the Lender a copy of that notice
- (g) It shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Lender (consent not to be unreasonably withheld)
- (h) As soon as reasonably practicable on conversion of any of its Subsidiary Shares, Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as the Lender may (acting reasonably) require in order to protect or preserve the Security intended to be created by this Deed

10 5 Insurance

- (a) It shall comply with clause 23 26 (Insurance) of the Facilities Agreement
- (b) It shall (and the Company shall ensure that each Chargor will) use reasonable endeavours to ensure that the name of the Lender be noted on each policy of insurance as mortgagee
- (c) If a Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Lender on demand, the Lender may (acting reasonably) take out or renew such insurances in any sum which the Lender may think expedient and all monies expended and costs incurred by the Lender under this provision shall be for the account of any such Chargor

10 6 Book and other debts

It shall collect and realise the Debts in the ordinary course of business as agent for the Lender and pay their proceeds into the relevant Account (in accordance with the Facilities Agreement) on receipt. It shall hold all such proceeds on trust for the Lender pending payment of them into the relevant Account

10 7 Intellectual Property

The Chargor shall

- (a) do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) its interest in the Intellectual Property and not discontinue the use of any of its Intellectual Property, and
- (b) take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its interest in the Intellectual Property, necessary for the business of the relevant Chargor,

in each case where a failure to do so is reasonably likely to have a Material Adverse Effect

10.8 General

It shall not do or cause or permit to be done anything which is or is reasonably likely to materially depreciate, jeopardise or otherwise materially prejudice the value to the Lender of the Security (taken as a whole) created by or under this Deed except to the extent permitted by the Facilities Agreement or this Deed

11 Power to remedy

11.1 If a Chargor fails to comply with any of the undertakings set out in clause 10 (Undertakings) it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on behalf of that Chargor as shall be reasonably necessary to ensure that it complies with those undertakings

11.2 If any Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Security Asset, each Chargor shall permit the Lender or its agents and contractors

- (a) to enter on the Secured Property,
- (b) to comply with or object to any notice served on any Chargor relating to the Secured Property or other Security Asset, and
- (c) to take any action the Lender may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice

11.3 Each Chargor shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 11

12 Security power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Lender, 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 (but has, after receiving written notice from the Lender or a Receiver requiring it to do so, failed to do) for so long as the Lender or Receiver considers (acting reasonably) necessary to do so. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 12

13 Enforcement of security

13.1 When security is enforceable

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

13.2 Acts of enforcement

The Lender may, at its absolute discretion, at any time after any Declared Default

- (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

13.3 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 Lender 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. For this purpose, 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 Lender by reference to any available publicly available market price in the absence of which by such other means as the Lender (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 Lender will constitute a valuation "in a commercially reasonable manner".

13.4 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 Lender 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 Lender 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 Lender 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.

13.5 Contingencies

If the Lender enforces the Security constituted by or under this Deed at a time when no amounts are due to the Lender under the Finance Documents but at a time when amounts may or will become so due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account except where such monies are sufficient to discharge the Secured Obligations in which case the monies will be so applied.

13.6 Mortgagee in possession - no liability

Neither the Lender 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 (except actual receipts) or for any default or omission for which a mortgagee in possession might otherwise be liable

13.7 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Lender may, at the sole cost of the Chargors (payable to the Lender 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

13.8 Subsidiary Shares and Investments – following an Event of Default

- (a) If there is a Declared Default, each Chargor shall on request by the Lender
 - (i) procure that each such transfer is as soon as reasonably practicable registered by the relevant company or other entity;
 - (ii) 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 Lender in each case showing the registered holder as the Lender or its nominee or nominees (as applicable), and
 - (iii) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Lender
- (b) On a Declared Default, the Lender may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the 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 Lender 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 Lender 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 Lender has made a request under clause 13.8(a) or taken any steps to enforce the Security created by or under this Deed under clause 13.2, the relevant Chargor shall immediately pay such sums received directly to the Lender for application in accordance with clause 16 (Application of monies) and shall hold all such sums on trust for the Lender pending payment of them to such account as the Lender shall direct

14 Receiver

14.1 Appointment of Receiver

(a)

(i) At any time after any Security created by or under this Deed is enforceable, the Lender may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13.2(c) (Acts of enforcement)

(ii) At any time, if so requested in writing by any Chargor, without further notice, the Lender may appoint a Receiver to all or any part of the Secured Assets as if the Lender 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 unless directly caused by his gross negligence or misconduct and in no circumstances whatsoever shall the Lender 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

14.2 Removal

The Lender 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

14.3 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 14.3

(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 15 (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 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 14.

14.4 Remuneration

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

15 Delegation

15.1 The Lender 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 Lender 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 Lender and Receiver (as appropriate) may think fit.

15.2 The Lender 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.

16 Application of monies

16.1 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.

16.2 All monies received by the Lender or any Receiver under this Deed shall be applied in accordance with the terms of the Intercreditor Deed and applied in discharge of the Secured Obligations.

16.3 The Lender 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 except where such monies are sufficient to discharge the Secured Obligations in which case the monies will be so applied.

17 Remedies and waivers

17.1 No failure to exercise, nor any delay in exercising, on the part of the Lender or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

17.2 A waiver given or consent granted by the Lender 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.

18 Protection of third parties

18.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, 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 Lender or to the Receiver shall be applied, or

(e) the status, propriety or validity of the acts of the Receiver or Lender

18 2 The receipt of the Lender 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 Lender or any Receiver

18 3 In clauses 18 1 and 18 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

19 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 the Lender

20 Settlements conditional

20 1 If the Lender (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

20 2 Any settlement, discharge or release between a Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender 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

21 Subsequent Security

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets (other than Permitted Security) 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 Lender, all payments made by that Chargor to the Lender 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

22 Set-off

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

23 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 29 (Notices) of the Facilities Agreement

24 Invalidity

Clause 31 (Partial Invalidity) of the Facilities 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

25 Assignment

The Lender 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

26 Releases

Upon the expiry of the Security Period, the Lender 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

27 Currency clauses

27 1 Clause 27 5 (Currency of account) of the Facilities 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.

27 2 If a payment is made to the Lender under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender 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

28 Certificates and determinations

Clause 30 2 (Certificates and determinations) of the Facilities 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

29 Indemnity

Clause 16 (Other Indemnities) of the Facilities Agreement shall apply to the Deed except that references to "this Agreement" shall be read as "this Deed"

30 Exclusion of liability

30 1 No liability

- (a) The Lender will not be liable for any action taken by it (or any omission to take action) under or in connection with any Supporting Document unless directly caused by its gross negligence or wilful misconduct.
- (b) Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness

30 2 Officers and agents

No Obligor may take proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Supporting Document and any officer, employee or agent of the Lender may rely on this clause.

31 Costs and Expenses

Clause 18 (Costs and Expenses) of the Facilities Agreement shall apply to this Deed except that references to "this Agreement" shall be read as "this Deed"

32 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.

33 Governing law

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

34 Enforcement

34 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) (a **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 34 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with

jurisdiction To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

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

Schedule 1

The Chargors

Name	Jurisdiction of incorporation	Registered number
Zoggs Group Limited	England and Wales	09514671
Zoggs Acquisitions Limited	England and Wales	09473869
The Kendal Group Limited	England and Wales	04710181
Zoggs International Limited	England and Wales	02895315
Zoggs Limited	England and Wales	04784295
GINC UK Limited	England and Wales	04609317

Schedule 2

Properties

Registered Land

Chargor

**Country and district (or address or description and
London borough)**

**Title
number**

Unregistered Land

Schedule 3

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Zoggs Group Limited (Company number 09514671)	Zoggs Acquisitions Limited (Company number 09473869)	7,152 Ordinary Shares of £1 each
Zoggs Acquisitions Limited (Company number 09473869)	The Kendal Group Limited (Company number 04710181)	1,344,183 Ordinary Shares of £0 0001 each
The Kendal Group Limited (Company number 04710181)	Zoggs International Limited (Company number 02895315)	29,000 Ordinary Shares of £1 00 each
	Zoggs Limited (Company number 04784295)	1 Ordinary Share of £1 00 each
Zoggs Limited (Company number 04784295)	GINC UK Limited (Company number 04609317)	1 Ordinary Share of £1 00 each

Schedule 4

Key-man Policies

Chargor	Insurer	Life assured	Date of policy	Policy number	Amount of cover
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Schedule 5

Key-man Policies

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The key-man policies described in the attached schedule (Key-man Policies)

We hereby notify you that we have assigned to ♦ (Lender) all our right, title and interest in and to the Key-man Policies

We hereby confirm that.

- 1 we will remain liable under the Key-man Policies to perform all the obligations assumed by us under the Key-man Policies, and
- 2 none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Key-man Policies

We will also remain entitled to exercise all our rights, powers and discretions under the Key-man Policies, and you should continue to give notices under the Key-man Policies to us, unless and until you receive notice from the Lender to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender 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

Policy Number	Insured	Life assured	Amount of cover		Date of policy
			Death	Critical illness	
♦	♦	♦	♦	♦	♦

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Lender]*
 [address]

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

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above 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 any
 Key-man Policy since the date of such policy,
- (b) we will not agree to any amendment, waiver or release of any provision of any Key-
 man Policy without the prior written consent of the Lender,
- (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 any Key-man Policy or the
 proceeds of any Key-man Policy in favour of any other person, and
- (e) 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 Key-man Policy

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
[insurance company]

Schedule 6

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 ♦ (Lender) all our right, title and interest in and to the Agreement

We hereby confirm that

- 1 we will remain liable under the Agreement to perform all the obligations assumed by us under the Agreement, and
- 2 none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Agreement

We will also remain entitled to exercise all our rights, powers and discretions under the Agreement, and you should continue to give notices under the Agreement to us, unless and until you receive notice from the Lender to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender 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 Lender]*
 [address]

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

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above 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 Lender,
- (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 7

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 ♦ (Lender) all our right, title and interest in and to the Relevant Policies

We hereby confirm that

- 1 we will remain liable under the Relevant Policies to perform all the obligations assumed by us under the Relevant Policies, and
- 2 none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Relevant Policies

We will also remain entitled to exercise all our rights, powers and discretions under the Relevant Policies, and you should continue to give notices under the Relevant Policies to us, unless and until you receive notice from the Lender to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Lender or as it directs.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender 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 of policy	Insured	Policy type	Policy number
♦	♦	♦	♦

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Lender]*
 [address]

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

Dated ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above 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 any Relevant Policy since the date of such policy,
- (b) we have noted the Lender's interest as mortgagee and first loss payee on each Relevant Policy,
- (c) we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Lender,
- (d) we shall act in accordance with the Notice,
- (e) 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
- (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 any Relevant Policy

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

[insurance company]

Schedule 8

Blocked Accounts

Part 1 - Form of notice of charge

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

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 ♦ (Lender) 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 Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and
- 2 to disclose to the Lender such information relating to us and the Blocked Account as the Lender 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 Lender, and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Lender

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender 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

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Lender]*
 [address]

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

Dated. ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above 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,
- (b) 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
- (c) 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 or in connection with it) are governed by English law]

For and on behalf of

[account holding institution]

Schedule 9

Accounts

Part 1 - Form of notice of charge

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

Account number: ♦ (Account)

Sort code. ♦

Account holder: ♦ Limited

We hereby notify you that we have charged by way of first fixed charge to ♦ (Lender) all our right, title and interest in and to the monies from time to time standing to the credit of the 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 Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and
- 2 to disclose to the Lender such information relating to us and the Account as the Lender may from time to time request you to provide

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

- (a) you receive a notice in writing to the contrary from the Lender,
- (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 Lender 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

Countersigned for and on behalf of

the Lender

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To *[name of Lender]*
 [address]

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

Dated ♦

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

We confirm that

- 1 we shall act in accordance with the Notice,
- 2 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 Account in favour of any other person, and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

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
[account holding institution]

Schedule 10

Intellectual Property

Part 1 - The Trade Marks

Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
GINC UK Limited	UK00001359954	UK/Registered	9	BOBIN
GINC UK Limited	UK00002539654	UK/Registered	9	FUSION AIR
GINC UK Limited	UK00002562946	UK/Registered	25	LITE-FIT
GINC UK Limited	UK00000958401	UK/Registered	9	POLYOTTER
GINC UK Limited	UK00001323053	UK/Registered	9	LOGO - POLYOTTER
GINC UK Limited	UK00001499427	UK/Registered	9	ZOGGS
GINC UK Limited	UK00002050026	UK/Registered	25	ZOGGS TOGGS
GINC UK Limited	UK00003036396	UK/Registered	9	SOFT SEAL
GINC UK Limited	UK00003049507	UK/Registered	5 and 25	SWIMSURE
GINC UK Limited	011280658	CTM/Registered	9,24 & 25	AQUALAST
GINC UK Limited	008474389	CTM /Registered	24,25 & 28	BOOTY SUIT
GINC UK Limited	003411089	CTM/Registered	24 & 25	ELASTOMAX
GINC UK Limited	012171005	CTM/Registered	9	PHANTOM
GINC UK Limited	011320132	CTM/Registered	9, 25 & 28	SWIMFREE
GINC UK Limited	010828366	CTM/Registered	9, 25 & 28	LOGO – EASY INFLATE VALVE FOR QUIKER INFLATION!
GINC UK Limited	004913505	CTM/Registered	9, 25 & 28	ZOGGS
GINC UK Limited	000197319	CTM/Registered	25	LOGO – ZOGGS TOGGS
GINC UK Limited	012399382	CTM/Registered	9, 25 & 28	FOGBUSTER
GINC UK Limited	1078524	International/ Registered Granted in Australia and EU	25	LITE-FIT

GINC UK Limited	1201496	International/ Registered Refused in Australia and New Zealand	9	PHANTOM
GINC UK Limited	1213665	International/ Registered Granted in Australia and New Zealand but refused in the USA	9	FOGBUSTER
GINC UK Limited	919192	International/ Registered Granted in Israel, Norway, Singapore and Turkey	9 & 25	ZOGGS

Part 2 - The Domain Name

Proprietor	Domain Name	Provider
Zoggs International Limited	buyzoggs co uk	Fasthosts Internet Ltd
The Kendal Group Limited	buyzoggs com	Tucows Inc
Zoggs International Limited	shopzoggs co uk	Fasthosts Internet Ltd
Zoggs International Limited	shopzoggs com	Tucows Inc
Zoggs International Limited	swim4fitness biz	Tucows Inc
Zoggs Europe Ltd	swim4fitness co uk	Fasthosts Internet Ltd
Zoggs International Limited	swim4fitness com	Tucows Inc
Zoggs International Limited	swim4fitness info	Tucows Inc
Zoggs International Limited	swim4fitness org	Tucows Inc
Zoggs International Limited	swimexperience com	Tucows Inc
Zoggs International Limited	swimshapes co uk	Fasthosts Internet Ltd
Zoggs International Limited	swimshapes com	Tucows Inc
Zoggs International Limited	zoggs.biz	Tucows Inc
Zoggs International Ltd	zoggs co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggs com	Tucows Inc
Zoggs International Limited	zoggs info	Tucows Inc
Zoggs International Limited	zoggs net	Tucows Inc
Zoggs International Limited	zoggs org	Tucows Inc
Zoggs International Limited	zoggs uk	Tucows Inc
Zoggs International Limited	zoggs4kids co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggs-au com	Tucows Inc
Zoggs International Limited	zoggs-au net	Tucows Inc
Zoggs International Limited	zoggs-australia biz	Tucows Inc
Zoggs International Limited	zoggs-australia com	Tucows Inc
Zoggs International Limited	zoggs-australia info	Tucows Inc

Zoggs International Limited	zoggs-australia net	Tucows Inc
Zoggs International Limited	zoggs-australia org	Tucows Inc
Zoggs International Limited	zoggsdirect co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggsdirect com	Tucows Inc
Zoggs International Limited	zoggsexpress co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggsexpress com	Tucows Inc
Zoggs International Limited	zoggsmail com	Tucows Inc
Zoggs International Limited	zoggsmail info	Tucows Inc
Zoggs International Limited	zoggsretail co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggsretail com	Tucows Inc
Zoggs International Limited	zoggs-uk biz	Tucows Inc
Zoggs International Limited	zoggs-uk com	Tucows Inc
Zoggs International Limited	zoggs-uk info	Tucows Inc
Zoggs International Limited	zoggs-uk net	Tucows Inc
Zoggs International Limited	zoggs-uk org	Tucows Inc
Zoggs International Limited	zoggsusa co uk	Fasthosts Internet Ltd
Zoggs International Limited	zoggs-usa.info	Tucows Inc
Zoggs International Limited	zoggs-usa net	Tucows Inc
Zoggs International Limited	zoggs-usa org	Tucows Inc
Zoggs International Limited	zoggy co uk	Fasthosts Internet Ltd
Zoggs International Limited	goggledoctor com	Tucows Inc
Zoggs International Limited	goggledoctor co uk	Fasthosts Internet Ltd
GINC UK Limited	zoggsshop com	ENOM, INC
GINC UK Limited	zoggsshop net	ENOM, INC

Schedule 11

Form of Security Deed of Accession

This Deed is made on ♦

Between

- (1) ♦ (registered in England with number ♦) for itself and for the Chargors (**Parent**),
- (2) ♦ (registered in England with number ♦) (**Acceding Chargor**), and
- (3) ♦ the Lender (registered in England with number ♦) (**Lender**)

Whereas

- (A) This Deed is supplemental to a debenture dated ♦ between, inter alia, the Parent, the Chargors and the Lender (**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 Parent 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), 1.5 (Incorporated terms), 1.6 (Intercreditor Deed), 1.7 (Personal Liability) and 1.8 (Conflict with the Facilities Agreement) 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 Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge

2.3 Charging provisions

All Security created by a Chargor under clauses 2.4 to 2.7 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 Acceding Chargor in and to the relevant Secured Asset, and
- (d) in favour of the Lender

2.4 First legal mortgages

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties

2.5 Assignments

- (a) The Acceding Chargor assigns
 - (i) the Key-man Policies described in schedule 3 (Key-man Policies) to this Deed,
 - (ii) the Relevant Agreements described in schedule 4 (Relevant Agreements) to this Deed, and
 - (iii) its Relevant Policies
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement

2.6 First fixed charges

The Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate 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, and in each case, the Premises and 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, (together the **Chattels**) 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 Blocked Account,
- (i) 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 (each an **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,
- (m) to the extent that any assignment in clause 2 5 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 6

2 8 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 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 Lender, 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 23 (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 33 (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

Schedule 2

Subsidiary Shares

Schedule 3

Key-man Policies

Schedule 4

Relevant Agreements

SIGNATURES TO THE SECURITY DEED OF ACCESSION

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

Signature of witness

Name .

Address

Acceding Chargor

Executed as a deed by)
♦ **Limited/plc**) - ..
acting by a director in the presence of) Director

..... ..
Signature of witness

Name

Address . . .

. . .

Lender

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

Witness

Signature .. .

Name

Address

.

SIGNATURES TO THE DEBENTURE

Parent

Executed as a deed by)
Zoggs Group Limited)
acting by a director in the presence of) Director

Signature of witness

Name **CHRISTOULA VASSILIOU**

Address

CMS Cameron McKenna LLP
London
DX 135316 Barbican 2

Chargors

Executed as a deed by)
Zoggs Group Limited)
acting by a director in the presence of) Director

Signature of witness

Name **CHRISTOULA VASSILIOU**

Address .. CMS Cameron McKenna LLP
London ..
DX 135316 Barbican 2 ..

Executed as a deed by)
Zoggs Acquisitions Limited)
acting by a director in the presence of) Director

Signature of witness

Name **CHRISTOULA VASSILIOU**

Address CMS Cameron McKenna LLP
London ..
DX 135316 Barbican 2 ..

Executed as a deed by
The Kendal Group Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name **CHRISOULA VASSILIOU**

Address **CMS Cameron McKenna LLP**
London
DX 135316 Barbican 2

Executed as a deed by
Zoggs International Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name **CHRISOULA VASSILIOU**

Address **CMS Cameron McKenna LLP**
London
DX 135316 Barbican 2

Executed as a deed by
Zoggs Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name **CHRISOULA VASSILIOU**

Address **CMS Cameron McKenna LLP**
London
DX 135316 Barbican 2

Executed as a deed by

GINC UK Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name

CHRISTULA VASSILIOV

Address

CMS Cameron McKenna LLP
London
DX 135316 Barbican 2

Lender

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



Witness

Signature



Name *Barry Evans*

Address *7 CANADA SQUARE
LONDON E14 7HQ*