

MR01

554522 / 13

Particulars of a charge

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


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

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

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

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

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge
delivered outside of the 21 days it will be rejected unless it is accompa
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



A06 25/06/2014 #189
COMPANIES HOUSE

1 Company details

Company number 0 2 9 3 1 2 3 6

Company name in full Utilisoft Limited

For official use

→ **Filling 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 2 0 0 6 2 0 1 4

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 Northedge Capital LLP

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

By virtue of Clause 3.1 by way of first fixed legal charge all Properties (if any) specified in Schedule 2, all Properties (other than property specified in Schedule 2) now owned by the company or in which the Company has an interest, (to the extent not the subject of a legal mortgage by virtue of Clause 3.1(a) or 3.1(b) all present and future Properties now or from time to time hereafter owned by such Company or in which such Company may have an interest, all Intellectual Property, now or from time to time hereafter owned by the Company or in which the Company may have an interest

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Particulars of a charge

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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

DWF LLP.

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Thomas Armstrong

Company name DWF LLP

Address 1 Scott Place

2 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 838 04 05



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2931236

Charge code: 0293 1236 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2014 and created by UTILISOFT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2014

Given at Companies House, Cardiff on 30th June 2014



Companies House



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

0x



20 June 2014

(1) DWF APOLLO TOPCO LIMITED

(2) THE COMPANIES LISTED IN SCHEDULE 1

AND

(3) NORTHEdge CAPITAL LLP

COMPOSITE GUARANTEE AND DEBENTURE

Certified to be a true copy of the
original Composite Guarantee & Debenture
DWF LLP
Scott Place
2 Hardman Street
Manchester
M3 3AA
Dated 23 June 2014
Signed: DWF LLP

DWF LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA

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PARTIES

- (1) **DWF APOLLO TOPCO LIMITED** (company number 09007042) whose registered office is at 1 Scott Place, 2 Hardman Street, Manchester M3 3AA
- (2) **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1
- (3) **NORTHEDGE CAPITAL LLP** (a limited liability partnership registered in England and Wales under number OC345118) whose registered office is at 6th Floor Vantage Point, Hardman Street, Spinningfields, Manchester, England, M3 3HF acting in its capacity as security trustee for the Senior Investor Loan Note Holders, the Investor Loan Note Holders and Manager Loan Note Holders (the "**Security Trustee**")

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires

"Acceding Company" means a Group Company which accedes to this deed pursuant to a Company Accession Deed

"Accession Deed" means any Company Accession Deed or Secured Party Accession Deed

"Administrator" means any person appointed under Schedule B1 Insolvency Act 1986 to manage a Company's affairs, business and property

"Bidco" means DWF Apollo Midco Limited (company number 09008074)

"Charged Assets" means, in relation to a Company, all assets of that Company described in clauses 3.1 (Fixed Charges) and 3.2 (Floating Charges)

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance

"Company" means each of the companies whose names, registered numbers and registered offices are set out in Schedule 1 and each Acceding Company

"Company Accession Deed" means a deed of accession substantially in the form set out in Schedule 4

"Debts" means book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as

creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of clauses 3 1(g) or 3 1(h)

"Default Rate" means the default interest rate specified in clause 4 5 of the Investor Loan Note Instrument

"Disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any Intellectual Property, and any agreement or attempt to do any of the foregoing and **"dispose"** and **"disposition"** shall be construed accordingly)

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"Enforcement Date" means a Senior Investor Enforcement Date, an Investor Enforcement Date or a Manager Enforcement Date

"Environment" means.

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures,
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers,
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground, and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above

"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures (excluding any fixtures and fittings belonging to a tenant) and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located

"Event of Default" means each event or circumstance specified in clause 6 (Events of Default) of the Senior Investor Loan Note Instrument, the Investor Loan Note Instrument or the Manager Loan Note Instrument

"Finance Document" means

- (a) this deed,
- (b) the Investor Loan Note Instrument,
- (c) the Investor Loan Notes,
- (d) the Manager Loan Note Instrument,
- (e) the Manager Loan Notes,
- (f) the Senior Investor Loan Note Instrument,
- (g) the Senior Investor Loan Notes,
- (h) the Intercreditor Agreement,
- (i) the Keyman Assignment,
- (j) any other document designated as such by the all Secured Parties and a Company

"Fixed Charge Assets" means the assets of each Company described in clause 3 1

"Fixtures" means, in relation to a Property, all fixtures and fittings (including trade fixtures and fittings, but excluding any fixtures and fittings belonging to a tenant), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law

"Group" means the Parent and its Subsidiaries from time to time and **"Group Company"** shall be construed accordingly

"Guarantee" means, in relation to a Company, the obligations of that Company pursuant to clause 2 1(b) and includes the obligations of that Company arising by virtue of clause 2 2

"Incapacity" means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership)

"Insurances" means, in relation to a Company, all present and future contracts or policies of insurance (including life assurance policies) taken out by that Company or in which that Company from time to time has an interest

"Intellectual Property" means all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programs, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property including any renewals, revivals or extensions thereof and wherever in the world subsisting

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this deed between (amongst others) the Secured Parties, the Security Trustee and the Companies

"Inventory" means inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with a Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them

"Investor Enforcement Date" means the date on which any of the events specified in clause 6 (Events of Default) of the Investor Loan Note Instrument occurs

"Investor Loan Noteholders" means the holders of the Investor Loan Notes from time to time

"Investor Loan Note Instrument" means the loan note instrument executed by Bidco and dated on or around the date of this deed constituting the Investor Loan Notes, as that instrument may from time to time be amended, restated, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the Investor Loan Notes

"Investor Loan Notes" means the £22,000,000 fixed rate secured Series A loan notes 2020 issued by Bidco and constituted by the Investor Loan Note Instrument

"Keyman Assignment" means the assignment of keyman life insurance policies dated on or about the date of this deed between Bidco and the Security Trustee

"Loan Notes" means together the Senior Investor Loan Notes, the Investor Loan Notes and the Manager Loan Notes

"Majority" means holders of more than 50% in nominal value of the Loan Notes in issue and unredeemed

"Management Enforcement Date" means the date falling 20 days after the date on which any of the events specified in clause 6 (Events of Default) of the Manager Loan Note Instrument occurs

"Manager Loan Noteholder" means the holder of the Manager Loan Notes from time to time

"Manager Loan Note Instrument" means the loan note instrument executed by Bidco and dated on or around the date of this deed constituting the Manager Loan Notes as that instrument may from time to time be amended, restated, varied, novated, supplemented or replaced including without limitation the increase or extension of maturity of the Manager Loan Notes

"Manager Loan Notes" means the £777,000 fixed rate Series B loan notes 2020 issued by Bidco and constituted by the Manager Loan Note Instrument

"Parent" means DWF Apollo Topco Limited (company number 09007042)

"Permitted Encumbrance" means any of

- (a) a lien or right of set-off arising between Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 60 days overdue or where the payment of the amount is being contested in good faith, or
- (b) an Encumbrance arising under the Finance Documents, or
- (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset, or
- (d) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance

"Property" means freehold and leasehold property wherever situate (other than any heritable property in Scotland), and includes all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same and **"Properties"** means all or any of the same, as the context requires

"Receiver" means, in relation to any Company, any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed by the Security Trustee pursuant to clause 9 1 (Appointment)

"Receivership Assets" has the meaning given to it in clause 9 1 (Appointment)

"Remediation" means any and all investigating, sampling, analysing, removing, remedying, cleaning-up, abating, containing or ameliorating the presence in or effect on the Environment of any contamination or pollution including, without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions to air and the obtaining of expert technical and legal advice (including all project management functions) in relation thereto

"Secured Obligations" means, in relation to a Company, all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 1 6

"Secured Parties" means each Senior Investor Loan Noteholder, each Investor Loan Noteholder, each Manager Loan Noteholder and the Security Trustee

"Secured Party Accession Deed" means a deed of accession substantially in the form set out in Schedule 3

"Security Trustee" means Northedge Capital LLP or such other person as may be appointed Security Trustee pursuant to this deed

"Securities" means stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way

of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof

"Senior Investor Enforcement Date" means the date on which any of the events specified in clause 6 (Events of Default) of the Investor Loan Note Instrument occurs

"Senior Investor Loan Noteholders" means the holders of the Senior Investor Loan Notes from time to time

"Senior Investor Loan Note Instrument" means the loan note instrument executed by Bidco and dated on or around the date of this deed constituting the Senior Investor Loan Notes, as that instrument may from time to time be amended, restated, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of the Senior Investor Loan Notes

"Senior Investor Loan Notes" means the £5,409,000 fixed rate secured Series A1 loan notes 2014 issued by Bidco and constituted by the Senior Investor Loan Note Instrument

"Subsidiary" shall have the meaning given to it in section 1159 Companies Act 2006

1 2 **Successors and assigns**

The expressions **"Senior Investor Loan Noteholder"**, **"Investor Loan Noteholder"**, **"Manager Loan Noteholder"**, **"Company"** and **"Security Trustee"**, include, where the context admits, their respective successors, and, in the case of a Senior Investor Loan Noteholder, Investor Loan Noteholder, Manager Loan Noteholder or the Security Trustee, its respective transferees and assignees, whether immediate or derivative

1 3 **Headings**

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this deed

1 4 **Construction of certain terms**

In this deed, unless the context otherwise requires

- (a) references to clauses and Schedules are to be construed as references to the clauses of, and the schedules to, this deed and references to this deed include its schedules,
- (b) references to (or to any specified provision of) this deed or any other document shall be construed as references to this deed or that document as in force for the time being and as amended, supplemented, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Security Trustee,
- (c) references to a **"guarantee"** include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any indebtedness and **"guaranteed"** shall be construed accordingly,

- (d) references to a "**person**" shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any of its agencies,
- (e) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended, and
- (f) an Event of Default shall be deemed to be continuing if it has not been waived or remedied to the satisfaction of the Security Trustee

1 5 Effect as a deed

This deed is intended to take effect as a deed

1 6 Intercreditor Agreement

The terms of this deed and the entitlement of the Secured Parties under it are subject to the terms of the Intercreditor Agreement.

2 SECURED OBLIGATIONS

2 1 Covenant to pay: Guarantees

Each Company hereby

- (a) covenants that it will pay on demand to the Security Trustee all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Secured Parties or any of them whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or incurred on any banking account under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document when the same become due for payment or discharge, and
- (b) irrevocably and unconditionally
 - (i) guarantees the due performance by each other Company of all its obligations under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document, and
 - (ii) guarantees the payment of all moneys now or hereafter due, owing or incurred to the Secured Parties or any of them under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document by each other Company and by any other present or future Subsidiary of any Company, and
 - (iii) undertakes that, if for any reason any Company fails to discharge any such obligation or to pay any such moneys, it shall immediately on demand by the Security Trustee discharge such obligation or, as the case may be, pay such moneys to the Security Trustee

2 2 Company as principal debtor. indemnity

As a separate and independent stipulation, each Company irrevocably and unconditionally agrees that if any purported obligation or liability of any other Company which would have been the subject of its Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such other Company on any ground whatsoever whether or not known to the Secured Parties or any of them (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such other Company or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity or any change in the constitution of such other Company) it shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and it were a principal debtor in respect thereof. Each Company hereby irrevocably and unconditionally agrees to indemnify and keep indemnified the Secured Parties against any loss or liability arising from any failure of a Company to perform or discharge any such purported obligation or liability or from any invalidity or unenforceability of any of the same against a Company.

2 3 Statements of account conclusive

Any statement of account of a Company, signed as correct by an officer of the Security Trustee, showing the amount of the Secured Obligations of that Company, shall, in the absence of manifest error, be binding and conclusive on and against all the Companies.

2 4 Interest

Each Company agrees to pay interest on each amount demanded of it under its Guarantee from the date of such demand until payment (after as well as before judgment) at the Default Rate in accordance with the terms of the Investor Loan Note Instrument.

3 CHARGES

3 1 Fixed Charges

Each Company, with full title guarantee, hereby charges to the Security Trustee as a continuing security for the payment and discharge of its Secured Obligations

- (a) by way of first legal mortgage, the Properties (if any) specified in Schedule 2 (Properties),
- (b) by way of first legal mortgage, all Properties (other than any property specified in Schedule 2 (Properties)) now owned by the Company or in which the Company has an interest,
- (c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clauses 3 1(a) or 3 1(b)) all present and future Properties now or from time to time hereafter owned by such Company or in which such Company may have an interest,
- (d) by way of first fixed charge, all Equipment now or from time to time hereafter owned by such Company or in which such Company has an interest and the benefit of all contracts and warranties relating to the same,
- (e) by way of first fixed charge, all Securities now or from time to time hereafter owned by such Company or in which the Company has an interest,

- (f) by way of first fixed charge, all Debts now or from time to time hereafter owned by such Company or in which such Company has an interest (whether originally owing to such Company or purchased or otherwise acquired by it),
- (g) by way of first fixed charge, the proceeds of collection of all Debts,
- (h) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of such Company with any bank, financial institution or other person,
- (i) by way of first fixed charge, all moneys from time to time payable to such Company under or pursuant to the Insurances including without limitation the right to the refund of any premiums,
- (j) by way of first fixed charge, the proceeds of all other sums of money receivable by such Company, other than those specified in clauses 3 1(f), 3 1(g), 3 1(h) or 3 1(i),
- (k) by way of first fixed charge, the goodwill and uncalled capital of such Company,
- (l) by way of first fixed charge, all Intellectual Property, now or from time to time hereafter owned by the Company or in which the Company may have an interest,
- (m) by way of first fixed charge all its rights and interests in (and claims under) all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, concessions and franchises now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company (including any contract for sale of or other dealing with any of the Charged Assets)

3 2 Floating Charges

Each Company, with full title guarantee, hereby charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of its Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3 1 (Fixed Charges) or otherwise pursuant to this deed.

3 3 Qualifying Floating Charge

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in clause 3 2 (Floating Charges)

3 4 Removal of Impediments to Charges and Assignments

To the extent that any right, title or interest described in clause 3 1 or 3 2 is not capable of being charged, the charge purported to be created by clause 3 1 or 3 2 shall, without prejudice to the provisions of clause 3 1(g) in relation to Debts, operate as a charge of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Companies may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations

3 5 Restrictions on dealing with Charged Assets

Save as expressly permitted under the terms of any Finance Document, each Company hereby covenants that it will not

- (a) dispose of all or any of its Properties which are necessary or useful in the proper conduct of its business,
- (b) dispose of any of the other Fixed Charge Assets which are necessary or useful in the proper conduct of its business without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed),
- (c) dispose of its Inventory or any other Charged Asset which is necessary or useful in the proper conduct of its business otherwise than for full value in the ordinary course of business,
- (d) without limiting the generality of the foregoing provisions of this clause 3 5 dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance (save for any right of set-off which arises by operation of law) on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5 1(c), or
- (e) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance on or affecting the Charged Assets or any part thereof except a Permitted Encumbrance

3 6 Automatic conversion of floating charge

So far as permitted by law and notwithstanding anything expressed or implied in this deed

- (a) if a Company creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Charged Assets without the prior written consent of the Security Trustee or if any person levies or attempts to levy any distress, execution, sequestration or other legal process against any of the Charged Assets, the floating charge created by clause 3 2 (Floating Charges) over the Properties or asset concerned shall thereupon automatically without notice be converted into a fixed charge, and
- (b) each floating charge created by clause 3 2 (Floating Charges) shall automatically be converted into a fixed charge on the Enforcement Date

3 7 Conversion of floating charge by notice

Notwithstanding anything expressed or implied in this deed but without prejudice to clause 3 6 (Automatic conversion of floating charge), the Security Trustee shall be entitled at any time by giving notice in writing to that effect to a Company to convert the floating charge created by that Company over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice, if the Security Trustee is of the view that those assets are in danger of being seized or sold under any form of distress, attachment or execution or are otherwise in jeopardy from any formal legal process

3 8 Land Registry

- (a) Each Company hereby consents to the Security Trustee's application to the Chief Land Registrar in form RX1 for the registration of the following restriction against each of the registered titles specified in Schedule 2 (and against any title to any unregistered Property specified in Schedule 2 which is or ought to be the subject of a first registration of title at the Land Registry at the date of this deed)

"RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register

- (b) In respect of any Property charged pursuant to clauses 3 1(a) to 3 1(c) title to which is registered at the Land Registry, each Company on its own behalf hereby represents and warrants that the security created by this deed does not contravene any of the provisions of the memorandum and articles of association or any other constitutional documents of such Company

3 9 The Securities

Each Company will, if so requested by the Security Trustee following the occurrence of an Event of Default which is continuing, transfer all or any Securities from time to time owned by it to such nominees or agents as the Security Trustee may select

4 SET-OFF

4 1 Set-off

Each Company hereby agrees that each of the Secured Parties may at any time without notice following the occurrence of an Event of Default which is continuing, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of such Secured Party or of such Company jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations owed to such Secured Party which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off

4 2 Purchase of currencies

For the purpose of clause 4 1 (Set-off) only, each Company authorises each Secured Party to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications

5 UNDERTAKINGS

5.1 Each Company hereby undertakes with the Security Trustee that during the continuance of this security such Company will and will use all reasonable endeavours to procure that its Subsidiaries will

(a) Finance Document undertakings

comply with all of its obligations (if any) under the Finance Documents (as if the same were set out in this deed *mutatis mutandis*),

(b) Consents and licences

obtain or cause to be obtained, maintain in full force and effect and comply in all material respects with the conditions and restrictions (if any) imposed in, or in connection with, every consent, authorisation, licence or approval of governmental or public bodies or authorities or courts and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable under applicable law for the continued due performance of all its obligations under this deed,

(c) Debts

collect in the ordinary course of its business as agent for the Security Trustee in a proper and efficient manner and pay into such account as the Security Trustee may from time to time specify all moneys which it may receive in respect of the Debts forthwith on receipt, each Company acknowledging that, following the occurrence of an Event of Default which is continuing, it may not, without the prior written consent of the Security Trustee, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than granting extensions to normal trade credit in accordance with such Company's reasonable and prudent management of its debtors on a normal commercial basis,

(d) Deposit of deeds

deposit with the Security Trustee (to be held at the risk of such Company)

(i) all deeds and documents of title relating to its Properties and the Insurances relating thereto,

(ii) all certificates and documents of title relating to the Securities owned by it and such deeds of transfer in blank and other documents as the Security Trustee may from time to time require for perfecting the title of the Security Trustee to such Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser, and

(iii) all such other documents relating to its Charged Assets as the Security Trustee may from time to time require,

(e) Conduct of business

- (i) ensure its centre of main interest for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings including, but not limited to, its headquarter functions is located at all times within England and Wales and not move its centre of main interest to any other jurisdiction without the prior written consent of the Security Trustee which the Security Trustee may withhold at the Security Trustee's sole discretion or otherwise diminish in or divert from England and Wales the substantive management and control of its business or any of its Properties,

(f) Compliance with covenants etc

observe and perform all covenants, requirements and obligations from time to time imposed on, applicable to or otherwise affecting its Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of its Charged Assets whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in its Charged Assets without infringement by any third party and not without the prior written consent of the Security Trustee enter into any onerous or restrictive obligations affecting any of the same or agree any rent review relating to any interest in any of its Properties,

(g) Alteration or development of Properties

save with the prior written consent of the Security Trustee, such consent not to be unreasonably withheld or delayed, not make any material structural alteration to any of the Properties or any material alteration to the user of any of the Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts for the time being in force or any orders or regulations under such Acts or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any consent, licence, permission or approval (whether of a public or private nature) from time to time in force imposed on, applicable to or otherwise affecting any of the Properties is or may be infringed,

(h) Maintenance of Buildings and Equipment

keep all its buildings and Equipment which are necessary or useful in the proper conduct of its business in good and substantial repair (subject to fair wear and tear) and in good working order and condition and, on not less than 48 hours written notice, permit the Security Trustee and its agents or representatives to enter and view their state and condition during business hours,

(i) Insurance

- (i) insure and keep insured its Properties, Equipment and all other tangible assets of an insurable nature at its own expense to the full replacement or reinstatement value thereof from time to time (including, where applicable, the cost of demolition and site clearance, architects', surveyors' and other professional fees and incidental expenses in connection with replacement or reinstatement) against loss or damage (including loss of rent and profits) by fire, storm, lightning, explosion, riot, civil commotion, malicious damage,

impact, flood, burst pipes, aircraft and other aerial devices or articles dropped therefrom and such other risks and contingencies as the Security Trustee shall from time to time request,

- (ii) maintain third party and public liability insurance and such other insurance as are normally maintained by prudent companies carrying on businesses similar to those of such Company,
- (iii) duly and promptly pay all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Security Trustee the relevant policies and evidence of such payments and comply in all other respects with the terms and conditions of the relevant policies including without limitation any stipulations or restrictions as to the use and/or operation of any asset,
- (iv) all Insurances shall be effected with insurers approved by the Security Trustee in writing and with the interest of the Security Trustee noted on the policy and with the policy containing such provisions for the protection of the Security Trustee as the Security Trustee may require,
- (v) (in the case of any Property held under a lease the terms of which prohibit the Company from complying with the obligations referred to in clause 5 1(i)(i)) procure (where it is empowered to do so) or otherwise use all reasonable efforts to procure the maintenance by the landlord (or other third party) of such insurance obligations in accordance with the provisions of the relevant lease,

(j) Property outgoings

punctually pay, or cause to be paid, and indemnify the Secured Parties and any Receiver or Administrator (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of its Properties or any part thereof or by the owner or occupier thereof,

(k) Possession of Properties

without prejudice to the generality of clause 3 5(a), not without the prior written consent of the Security Trustee part with possession of the whole or any part of its Properties which are necessary or useful in the proper conduct of its business or permit any person

- (i) to be registered (jointly with such Company or otherwise) as proprietor under the Land Registration Acts of any of its Properties which are necessary or useful in the proper conduct of its business nor create or permit to arise any unregistered interests which override first registration or registered dispositions affecting the same within the definition in those Acts or within any corresponding legislation in any other part of the United Kingdom, or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the use, value or marketability of

any of its Properties which are necessary or useful in the proper conduct of its business,

(l) **Variation of leasehold interests**

not without the prior written consent of the Security Trustee vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties which are necessary or useful in the proper conduct of its business,

(m) **Access**

on not less than 48 hours written notice, procure that the Security Trustee and its agents or representatives are allowed access during business hours to inspect its Properties and, where the Security Trustee reasonably believes it to be necessary, to require testing or the taking of samples at the expense of such Company to verify its compliance with environmental law applicable to it,

(n) **Intellectual Property**

without prejudice to the generality of clause 5 1(f)

- (i) take all necessary action to safeguard, prosecute and maintain its rights, present and future, in or relating to its Intellectual Property which is necessary for the conduct of its business including, without limitation, observing all covenants and stipulations relating thereto and paying all applicable application and renewal fees, licence fees and other outgoings,
- (ii) use all reasonable efforts to effect registration of applications for registration of any registered design, patent, trade mark and service mark and keep the Security Trustee informed of events relevant to any such application and not without the prior consent in writing of the Security Trustee (such consent not to be unreasonably withheld or delayed) permit any Intellectual Property which is necessary for the conduct of its business to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise,
- (iii) notify the Security Trustee forthwith of any infringement or suspected infringement or any challenge to the validity of any of its Intellectual Property which is necessary for the conduct of its business which may come to its notice, supply the Security Trustee with all information in its possession relating thereto and take all steps necessary to prevent or bring to an end any such infringement and to defend any challenge to the validity of any such rights,

(o) **Jeopardy**

not do or cause or permit to be done anything which is reasonably likely to depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Charged Assets which are necessary or useful in the proper conduct of its business

5.2 Power to remedy

If any Company defaults at any time in complying with any of its obligations contained in this deed, the Security Trustee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and such Company hereby irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including, without limitation, entering such Company's property) necessary or desirable in connection therewith. Any moneys so expended by the Security Trustee shall be repayable by such Company to the Security Trustee on demand together with interest at the Default Rate from the date of payment by the Security Trustee until such repayment, both before and after judgment. No exercise by the Security Trustee of its powers under this clause 5.2 shall make it or any other of the Secured Parties liable to account as a mortgagee in possession.

6 FURTHER ASSURANCE

6.1 Further assurance

Each Company shall if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Security Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

6.2 Certain documentary requirements

Such further Encumbrances and assurances shall be prepared by or on behalf of the Security Trustee and shall contain

- (a) an immediate power of sale without notice,
- (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925, and
- (c) such other clauses for the benefit of the Secured Parties as the Security Trustee may require,

but shall be on terms no more onerous than those set out in this deed.

7 ENFORCEMENT

7.1 Enforcement

At any time on or after the Enforcement Date the Security Trustee shall be entitled to make demand for payment of the Secured Obligations and, if such demand is not met in full, to enforce the Security (in whole or in part) created by this deed.

7 2 Powers of the Security Trustee on enforcement

At any time on or after the Enforcement Date the Security Trustee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not an Administrator or a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed and all the powers and discretions conferred by this deed on a Receiver either expressly or by reference

7 3 Subsequent Encumbrances

If any Secured Party receives notice of any subsequent Encumbrance (other than a Permitted Encumbrance) affecting all or any of the Charged Assets, such Secured Party may open a new account for the Company concerned. If it does not do so then, unless such Secured Party gives express written notice to the contrary to the Company concerned, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Company concerned to such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from that Company to such Secured Party at the time when it received such notice

7 4 Statutory power of leasing

The Security Trustee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Security Trustee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925

8 APPOINTMENT OF ADMINISTRATOR

At any time on or after the Enforcement Date the Security Trustee may appoint an Administrator of any Company for the purposes and upon the terms contained in Schedule B1 Insolvency Act 1986

9 APPOINTMENT AND POWERS OF RECEIVER

9 1 Appointment

At any time on or after the Enforcement Date the Security Trustee may, save as specified in this clause 9 1, by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of such part of the Charged Assets of a Company, not being the whole or substantially the whole of that Company's property within the meaning of section 29 Insolvency Act 1986, as the Security Trustee may specify (the "**Receivership Assets**") Any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Security Trustee may specify to the contrary in the appointment. The Security Trustee may remove any Receiver so appointed and appoint another in his place

9 2 Receiver as agent

A Receiver shall be the agent of the Company in respect of which he is appointed and such Company shall be solely responsible for his acts or defaults and for his remuneration

9 3 Powers of Receiver

A Receiver shall have the power to do or omit to do on behalf of the Company in respect of which he is appointed anything which the Company itself could do or omit to do if the Receiver had not been appointed, notwithstanding the liquidation of the Company In particular (but without limitation) a Receiver shall have power to

- (a) take possession of, collect and get in the Receivership Assets and, for that purpose, to take such proceedings as may seem to him expedient,
- (b) sell or otherwise dispose of the Receivership Assets by public auction or private auction or private contract,
- (c) raise or borrow money and grant security therefor over the Receivership Assets;
- (d) appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions,
- (e) bring or defend any action or other legal proceedings in the name and on behalf of the Company;
- (f) refer to arbitration any question affecting the Company,
- (g) effect and maintain insurances in respect of the business and Properties of the Company,
- (h) do all acts and to execute in the name and on behalf of the Company any deed, receipt or other document,
- (i) appoint any agent to do any business which he is unable to do himself or which can more conveniently be done by an agent and employ and dismiss employees;
- (j) do all such things (including the carrying out of works) as may be necessary for the realisation of the Receivership Assets,
- (k) make any payment which is necessary or incidental to the performance of his functions,
- (l) carry on the business of the Company,
- (m) establish Subsidiaries of the Company,
- (n) transfer to Subsidiaries of the Company the whole or any part of the business or Receivership Assets;
- (o) grant or accept a surrender of a lease or tenancy of any of the Receivership Assets and to take a lease or tenancy of any properties required or convenient for the business of the Company,

- (p) make any arrangement or compromise on behalf of the Company in respect of the Receivership Assets,
- (q) rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Company and to receive dividends, and to accede to trust deeds for the creditors of any such person

The Receiver shall also have all powers from time to time conferred on receivers by statute without, in the case of powers conferred by the Law of Property Act 1925, the restrictions contained in Section 103 of that Act

9 4 Remuneration

The Security Trustee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm

10 APPLICATION OF PROCEEDS, PURCHASERS

10 1 Application of proceeds

All moneys received by the Security Trustee or by any Receiver shall, subject to clause 13 5 (Suspense accounts), be paid to the Secured Parties, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority in law to the Secured Obligations, in or towards satisfaction of the Secured Obligations in accordance with the terms of the Intercreditor Agreement and otherwise in accordance with the terms of the Finance Documents

10 2 Insurance proceeds

All insurance moneys (including any received by a Receiver) deriving from any of the Insurances (whether before or after the Enforcement Date) shall be applied in accordance with the terms of the Intercreditor Agreement and otherwise in accordance with the terms of the Finance Documents

10 3 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Security Trustee or any Administrator or Receiver to exercise any of the powers conferred by this deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers

11 INDEMNITIES, EXCLUSION OF LIABILITY, COSTS AND EXPENSES

11 1 Enforcement costs

Each Company hereby undertakes with the Security Trustee to pay on demand all costs, charges and expenses incurred by or on behalf of the Secured Parties or any of them or by any Administrator or Receiver in or about the enforcement or preservation or attempted enforcement or preservation of any of the security created by or pursuant to this deed or any of the Charged Assets on a full indemnity basis, together with interest at the Default Rate

from the date on which such costs, charges or expenses are so incurred until the date of payment (as well after as before judgment)

11 2 No liability as mortgagee in possession

None of the Secured Parties or any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such

11 3 Indemnity

Each Company hereby undertakes to indemnify and keep indemnified each of the Secured Parties, any Administrator or Receiver and any attorney, agent or other person appointed by the Security Trustee under this deed and the Security Trustee's officers and employees (each an "Indemnified Party") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this deed, or
- (b) any breach by a Company of any of its obligations under this deed, or
- (c) any claim made or asserted against an Indemnified Party which would not have arisen if this deed had not been executed,

provided that no Company shall have any obligation under this clause 11 3 to indemnify an Indemnified Party in respect of any costs, losses, actions, claims, expenses, demands or liabilities which were caused by the gross negligence or wilful misconduct of the Indemnified Party

11 4 Third Party Contract Rights

- (a) Each Indemnified Party referred to in clause 11 3 (Indemnity), each of the Secured Parties and each retired Security Trustee referred to in clause 15 9 (Resignation) shall have the benefit and may enforce the terms of this deed in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- (b) Subject to clause 11 4(a), a person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed
- (c) Notwithstanding the provisions of clause (a) above, the consent of any person not a party to this deed is not required to rescind or vary this deed at any time

12 POWER OF ATTORNEY

- 12 1 Each Company by way of security hereby irrevocably appoints each of the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf to do all things

which the Company may be required to do under this deed but which it has failed to do including

- (a) to execute and complete any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominees or any purchaser,
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 6 (Further assurance), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which are required for the full exercise of all or any of the powers conferred on the Security Trustee or a Receiver under this deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any disposition, realisation or getting in by the Security Trustee or such Receiver of the Receivership Assets or in connection with any other exercise of any power under this deed

12 2 Each Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions pursuant to clause 12 1

13 CONTINUING SECURITY AND OTHER MATTERS

13 1 Continuing security

This deed and the obligations of each Company under this deed (including, without limitation, the Guarantees) shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever

13 2 Liability unconditional

The liability of each Company shall not be affected nor shall any Guarantee be discharged or reduced by reason of

- (a) the Incapacity or any change in the name, style or constitution of any other Company or other person liable,
- (b) any Secured Party granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of any other Company or any other person liable, or
- (c) any amendment, variation or waiver (however material or fundamental) of any Finance Document, or
- (d) any act or omission which would not have discharged or affected the liability of such Company had it been a principal debtor instead of a guarantor or anything done or omitted which but for this provision might operate to exonerate such Company

13 3 Collateral Instruments

None of the Secured Parties shall be obliged to make any claim or demand on any Company or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this deed and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of any Company (including, without limitation, the liability of the Companies under the Guarantees) None of the Secured Parties shall be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment

13 4 Waiver of Companies' rights

Until all the Secured Obligations have been paid, discharged or satisfied in full (and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement or the discharge by any Company of its liability under its Guarantee) each Company agrees that without the prior written consent of the Security Trustee it will not

- (a) exercise any rights of subrogation, contribution or indemnity against any other Company or any other person liable,
- (b) demand or accept any Collateral Instrument to be executed in respect of any of its obligations under this deed or any other indebtedness now or hereafter due to such Company from any other Company or any other person liable,
- (c) take any step to enforce any right against any other Company or any other person liable in respect of any such Secured Obligations,
- (d) exercise any right of set-off or counter-claim against any other Company or any other person liable or claim or prove or vote as a creditor in competition with any of the Secured Parties in the liquidation, administration or other insolvency proceeding of any other Company or any other person liable or have the benefit of, or share in, any payment from or composition with, any other Company or any other person liable or any Collateral Instrument now or hereafter held by any of the Secured Parties for any obligations or liabilities of any other Company or any other person liable

13 5 Suspense accounts

Any money received in connection with a Guarantee or pursuant to the realisation of any security created pursuant to this deed (whether before or after any Incapacity of a Company or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Secured Parties to prove for the whole of their respective claims against the Companies or any other person liable

13 6 Settlements Conditional

Any release, discharge or settlement between any one or more of the Companies and any of the Secured Parties shall be conditional upon no security, disposition or payment to any of the Secured Parties by any of the Companies or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Security Trustee shall be entitled to enforce this deed as if such release, discharge or settlement had not occurred and any such payment had not been made

13 7 Companies to deliver up certain property

If, contrary to clause 13 4 (Waiver of Companies' rights), any Company takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for the Security Trustee and shall be delivered to the Security Trustee on demand

14 CURRENCIES

All moneys received or held by the Security Trustee or by a Receiver under this deed at any time on or after the Enforcement Date in a currency other than a currency in which the Secured Obligations are denominated may from time to time be sold for such one or more of the currencies in which the Secured Obligations are denominated as the Security Trustee or Receiver considers necessary or desirable and each Company shall indemnify the Security Trustee against the full cost (including all commissions, charges and expenses) incurred in relation to such sale Neither the Security Trustee nor any Receiver shall have any liability to any Company in respect of any loss resulting from any fluctuation in exchange rates after any such sale

15 DECLARATION OF TRUST

15 1 Declaration of Trust

The Security Trustee hereby declares itself trustee of the covenants, agreements and undertakings of each Company contained in this deed and the security and other rights, titles and interests constituted by this deed and of the Charged Assets and all other moneys, property and assets paid to the Security Trustee or held by the Security Trustee or received or recovered by the Security Trustee pursuant to or in connection with this deed with effect from the date of this deed to hold the same on trust for the Secured Parties and to apply the same as follows

- (a) first as to a sum equivalent to the Secured Obligations for the Secured Parties absolutely, and
- (b) secondly as to the balance (if any) for the relevant Company or whoever else is entitled to such balance absolutely

15 2 Duration

The trusts constituted by this deed shall remain in full force and effect until whichever is the earlier of

- (a) the expiration of the period of 125 years from the date of this deed, and
- (b) receipt by the Security Trustee of confirmation in writing from all the Secured Parties that the Secured Obligations have been repaid or discharged to the satisfaction of the Secured Parties and that none of the Secured Parties is under any obligation to permit any Secured Obligations to be incurred,

and the parties to this deed declare that the perpetuity period applicable to this deed shall for the purposes of the Perpetuities and Accumulations Act 2009 be the period of 125 years

15 3 Instructions and Certificates

The Security Trustee shall be entitled to assume that any instructions or certificates received by it from the Senior Investor Loan Noteholders, the Investor Loan Noteholders and the Manager Loan Note Holders under or pursuant to this deed or the Finance Documents are

- (a) given in accordance with the provisions of this deed or the relevant document, and
- (b) given, where appropriate, in accordance with the directions of persons or the provisions of agreements by which the other Secured Parties are bound,

and the Security Trustee shall not be liable to any other person for any action taken or omitted under or in connection with this deed in accordance with any such instructions or certificates unless caused by its gross negligence or wilful misconduct. The Security Trustee shall be entitled to act and/or rely upon any notice, request or other communication of any party to this deed for the purposes of this deed or of any Finance Document if such notice, request or other communication purports to be signed or sent by or on behalf of an authorised signatory of such party.

15 4 Powers and Discretions

The Security Trustee shall have all the powers and discretions conferred upon trustees by the Trustee Act 1925 (to the extent not inconsistent with this deed) and in addition all the powers and discretions conferred upon the Security Trustee by this deed and upon a Receiver appointed under this deed and by way of supplement it is expressly declared as follows

- (a) the Security Trustee may in relation to any of the provisions of this deed and other related documents engage and pay all proper fees and expenses for the advice or services of and act on the opinion or advice of or any information obtained (whether by the Security Trustee or any other person) from any lawyer, accountant, banker, broker, surveyor, valuer auctioneer, financial adviser or other professional adviser or other expert whose advice, services, opinion or information may to it seem necessary, expedient or desirable and the Security Trustee shall not be responsible for any loss occasioned by so acting,
- (b) the Security Trustee (or any director or officer of the Security Trustee) shall not be precluded by reason of so acting from underwriting, guaranteeing the subscription of, subscribing for or otherwise acquiring, holding or dealing with any debentures, shares or securities whatsoever of any of the Companies or any subsidiary thereof or any holding company of any of the Companies or any other subsidiary of any such holding company or any other company in which any of the Companies or any such holding company or subsidiary may be interested or from entering into any contract or financial or other transaction with or from engaging in any other business with, or from accepting or holding the trusteeship of any other trust deed constituting or securing any securities issued by or relating to, any of the Companies or any subsidiary thereof or any holding company of any of the Companies or any other subsidiary of any such holding company or any other company in which any of the Companies or any such holding company or subsidiary may be interested and shall not be liable to account for any profit made or payment received by it thereby or in connection therewith,
- (c) the Security Trustee may act by responsible officers or a responsible officer of the Security Trustee and may also whenever it thinks fit delegate by power of attorney or

otherwise to any person or persons or fluctuating body of persons all or any of the rights, trusts, powers, authorities and discretions vested in it by this deed and such delegation may be made upon such terms and subject to such conditions (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit and the Security Trustee shall not be bound to supervise the proceedings or (provided that the Security Trustee shall have exercised reasonable care in the selection of such delegate) be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate,

- (d) the Security Trustee shall not be liable for acting in relation to this deed, or any related documents on any notice, request, certificate, direction or other communication or other document purporting to emanate from any Company or any other person notwithstanding that the same shall include some error or omission or not be authentic. The Security Trustee shall be in no way bound to call for further evidence or to be responsible for any loss that may be occasioned by its failure to do so or by its acting on any such certificate,
- (e) the Security Trustee may instead of acting personally employ and pay an agent whether being a lawyer or other person to transact or concur in transacting any business and to do or concur in doing all acts required to be done by the Security Trustee including the receipt and payment of money and any trustee in respect hereof being a lawyer, accountant, banker, broker, valuer, auctioneer or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges reasonably incurred for business transactions and acts done by him or his firm in connection with any this deed and also his charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with this deed including matters which might or should have been attended to in person by a trustee not being engaged in any profession or business,
- (f) notwithstanding anything else contained herein, the Security Trustee may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency of any state (including any environmental directive or regulation) or which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation,
- (g) the Security Trustee shall not be liable for any failure, omission or defect in perfecting the security constituted by or pursuant to this deed including, without limitation
 - (i) failure to obtain any licence, consent or other authority for the execution of this deed including, without limitation, the consent of any person required under the terms of any documents constituting the Charged Assets,
 - (ii) failure to register the same in accordance with any of the documents of title of any of the Companies to any of the Charged Assets,
 - (iii) failure to effect or to procure registration of or otherwise protect any floating charge created by or pursuant to this deed by registering under the Land Registration Act 2002 any notice, restriction or other entry prescribed by or pursuant to the provisions of that Act, and it is the intention that the Security Trustee shall not so effect or procure the registration of or otherwise so protect such floating charge,

- (iv) failure to take or require any of the Companies to take any steps to render any charge created by this deed effective as regards assets (if any) outside England and Wales or to secure the creation of any ancillary charge under the laws of any other territory concerned, or
 - (v) failure by any of the Companies to perfect its title to all or any part of the Charged Assets so that the Security Trustee shall not be bound to make any enquiries whatsoever as regards such title,
- (h) the Security Trustee and every attorney, agent or other person appointed by it under or in connection with this deed or any of the Finance Documents shall be entitled to be indemnified and/or secured out of amounts received by the Security Trustee under this deed or the Finance Documents against all liabilities and expenses properly incurred in the execution of any power, trust, authority or discretion in connection with this deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the this deed, save to the extent that any such actions, proceedings, costs, claims or demands are caused by the gross negligence or wilful misconduct of the indemnified person,
- (i) all moneys which under the trusts contained in this deed are received or held by the Security Trustee following an Event of Default may be invested in the name of the Security Trustee or any nominee or under the control of the Security Trustee by placing the same on deposit in the name of the Security Trustee or any nominee or under the control of the Security Trustee at a bank and the Security Trustee shall not be responsible for any loss occasioned thereby, whether by depreciation in value, fluctuation in exchange rates or otherwise,
- (j) save as otherwise provided herein, the Security Trustee shall (as between itself and the other Secured parties) have full power to determine all questions and doubts arising in relation to the interpretation or application of any of the provisions of this deed or any Finance Document as it affects the Security Trustee and every such determination (whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee) shall be conclusive and shall bind the other Secured Parties and the Companies,
- (k) notwithstanding any other provision in the Finance Documents, the other Secured Parties and the Companies acknowledge that when exercising the rights, benefits, powers, trusts, authorities, discretions and obligations expressed to be granted to the Security Trustee by this deed, the Finance Documents or by operation of law, the Security Trustee shall act only in accordance with the terms of the Intercreditor Agreement and otherwise only at the request or direction of the Majority and shall not be responsible for any loss, costs, damages, expenses or inconveniences that may result from the exercise or non-exercise thereof save that
 - (i) the Security Trustee shall not be bound to act unless it is first indemnified and/or secured to its satisfaction by the Majority (as the case may be) against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages, expenses and liabilities which it may incur by so doing, save to the extent that any such actions, proceedings, costs, claims or demands are caused by the gross negligence or wilful misconduct of the Security Trustee, and

- (ii) any actions taken by the Security Trustee in relation to the Investor Loan Notes and the Manager Loan Notes or sums outstanding under them are applied as against those notes or the sums outstanding on a pari passu basis so far as is possible
- (l) any consent or approval given by the Security Trustee for the purpose of this deed or any Finance Document may be given on such terms and subject to such conditions (if any) as the Security Trustee may require and notwithstanding anything to the contrary contained in this deed,
- (m) the Security Trustee shall not be bound to take any steps to ascertain whether any event, condition or act, the happening of which would cause a right or remedy to become exercisable by the Security Trustee under this deed or any Finance Document, has happened or to monitor or supervise the observance and performance by the Companies or any of the other parties thereto of their respective obligations under the Finance Documents or the obligations of the other Secured Parties and, until it shall have actual knowledge or express notice to the contrary, the Security Trustee shall be entitled to assume that no such event, condition or act has happened and that the Companies and each of the other parties thereto are observing and performing all their respective obligations thereunder,
- (n) without prejudice to the provisions hereof and of any Finance Document relating to insurance, the Security Trustee shall not be under any obligation to insure any of the Charged Assets or documents of title or other evidence in respect thereof or to require any other person to maintain any such insurance, shall not be under any responsibility in respect of the insurances required to be taken out pursuant to the Finance Documents and shall not be responsible for any loss, expense or liability which may be suffered as a result of the lack of or inadequacy of any such insurance;
- (o) the Security Trustee shall not be responsible for any loss, expense or liability occasioned to the Charged Assets however caused by any act or omission of any Company or any other person (including any bank, broker, depository, warehouseman or other intermediary or any clearing system or the operator thereof) whether acting in accordance with or contrary to the terms of any agreement or otherwise and irrespective of whether the Charged Assets are held by or to the order of any of the foregoing persons, unless such loss is occasioned by the wilful neglect or misconduct or fraud of the Security Trustee,
- (p) the Security Trustee shall not be liable for any error of judgment made in good faith by any officer or employee of the Security Trustee assigned by the Security Trustee to administer its corporate trust matters unless it shall be proved that the Security Trustee was grossly negligent in ascertaining the pertinent facts,
- (q) no provision of this deed or any Finance Document shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers solely in its capacity as trustee under this deed, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity and/or security against such risk or liability is not assured to it,
- (r) the Security Trustee shall have no responsibility whatsoever to any Company or any of the Secured Parties as regards any deficiency or additional payment, as the case may be, which might arise because the Security Trustee or any Company is subject

to any tax in respect of the Charged Assets or any part thereof or any income therefrom or any proceeds thereof,

- (s) the Security Trustee shall have only those duties, obligations and responsibilities expressly specified in this deed and the Finance Documents and shall not have any implied duties, obligations or responsibilities. In performing or carrying out its duties, obligations and responsibilities, the Security Trustee shall be considered to be acting only in a mechanical and administrative capacity (save as expressly provided in this deed or the Finance Documents) and shall not have or be deemed to have any duty, obligation or responsibility to or relationship of trust or agency with the Companies,
- (t) notwithstanding anything else herein contained, the Security Trustee may refrain from taking any action or exercising any right, power, authority or discretion vested in it under this deed or any Finance Document, any of the Charged Assets or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured to its satisfaction against any and all actions, charges, claims, costs, damages, demands, expenses, liabilities, losses and proceedings (including legal and other professional fees) which might be brought, made or conferred against or suffered, incurred or sustained by it as a result and nothing contained in this deed shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has reasonable grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it, and
- (u) notwithstanding anything contained in this deed, to the extent required by any applicable law, if the Security Trustee is required to make any deduction or withholding from any distribution or payment made by it under this deed or if the Security Trustee is otherwise charged to, or may become liable to, tax as a consequence of performing its duties under this deed or any Finance Document, whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Security Trustee, and whether in connection with or arising from any sums received or distributed by it or to which it may be entitled under these presents (other than in connection with its remuneration as provided for herein) or any investments from time to time representing the same, including any income or gains arising therefrom, or any action of the Security Trustee in or about the administration of the trusts of this deed (other than the remuneration herein specified) or otherwise, then the Security Trustee shall be entitled to make such deduction or withholding or (as the case may be) to retain out of sums received by it an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Security Trustee to tax from the funds held by the Security Trustee on the trusts of this deed

15 5 Power in addition

The powers conferred by this deed upon the Security Trustee shall be in addition to any powers which may from time to time be vested in it by general law or as the holder or mortgagee in possession of any of the Charged Assets. Part 1 of the Trustee Act 2000 shall not apply to the trusts created by this deed.

15 6 Exculpation of Security Trustee

The Security Trustee shall

- (a) not be bound to (and it is the intention that it shall not) account to any person for any sum received by it for its own account or the profit element of any such sum,
- (b) not have any duty or responsibility, either initially or on a continuing basis
 - (i) to provide any other Secured Party with any information with respect to any Company whenever coming into its possession or to provide any other person with any communication received by it under or in connection with this deed, or
 - (ii) to investigate the application of sums distributed pursuant to this deed,
- (c) not examine or enquire into (unless the Security Trustee considers it appropriate to do so following receipt of instructions to enforce the security constituted by or pursuant to this deed) or be responsible for the legality, validity, effectiveness, adequacy or enforceability of this deed, any Finance Document or any agreement, assignment or other document relating to any of the foregoing or its ability to exercise the rights, trusts, powers, authorities and discretions conferred by this deed or any other of the foregoing, and so that the Security Trustee shall not be responsible for its inability to exercise any of the same or for any loss or damage thereby occasioned and, in particular but without prejudice to the generality of the foregoing, the Security Trustee shall not be liable to the other Secured Parties for any damage or loss arising from any want of due formality in the constitution of the security constituted by or pursuant to this deed resulting in the illegality, invalidity, ineffectiveness, inadequacy or unenforceability of such security and it is hereby confirmed that prior to the date hereof the Security Trustee has not made (and it was the intention that it should not make) any such examination or enquiry as aforesaid,
- (d) not be bound to disclose to any other person any information relating to the Companies or any of them if such disclosure would or might in its opinion constitute a breach of any law or regulation or be otherwise actionable at the suit of any person,
- (e) not under this deed be concerned with the interests of or owe any duty whatsoever to any persons other than the Secured Parties,
- (f) be entitled at any time to appoint (and subsequently to dismiss) such other person or persons as it thinks fit to become additional trustees under this deed to assist it in carrying out its duties under this deed and each such additional trustee shall be entitled to the same rights and subject to the same obligations under this deed as the Security Trustee, and

- (g) accept without enquiry, requisition or objection or investigation of title such title as any of the Companies may have to the Charged Assets

15.7 Investigations

It is understood and agreed by each Secured Party that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of, and investigations into, the financial condition, creditworthiness, condition, value, affairs, status and nature of the Companies and their respective subsidiaries and the Charged Assets and, accordingly, each Secured Party is deemed to confirm to the Security Trustee that it has not relied and will not hereafter rely on the Security Trustee

- (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by any of the Companies in connection with this deed, or
- (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, value, affairs, status or nature of the Companies and their respective subsidiaries or the Charged Assets

15.8 Costs and Expenses

Each Company shall on demand pay to and indemnify the Security Trustee for all costs reasonably and properly incurred and expenses of the Security Trustee in the negotiation, preparation and execution of this deed and any documents relating hereto or in the release of the security constituted by this deed (in each case including but not limited to legal fees and stamp duty) and all value added tax and similar tax charged or chargeable in respect thereof

15.9 Resignation

- (a) The Security Trustee may at any time, and without assigning any reason therefor or being responsible for any costs occasioned thereby, give not less than 30 days' notice to the Secured Parties of its desire to retire from the trusteeship of this deed and request the Secured Parties within such 30 day period to appoint a replacement Security Trustee, whereupon the Majority may appoint a replacement Security Trustee
- (b) The retirement of the Security Trustee under clause 15.9(a) shall not take effect until the appointment of a replacement trustee has been effected by the Majority pursuant to clause 15.9(a) and the replacement Security Trustee has confirmed its agreement to be bound by the provisions of this deed whereupon the retiring Security Trustee shall thereby forthwith be discharged from any further obligations under this deed (but without prejudice to any accrued liabilities under this deed) but shall remain entitled to the benefit of clause 15 and the replacement Security Trustee shall have all the rights, trusts, powers, authorities, discretions, duties and obligations of the Security Trustee under this deed as if it had been a party to this deed
- (c) The resignation or removal of the retiring Security Trustee and the appointment of any successor Security Trustee shall both become effective upon the successor Security Trustee notifying the other Secured Parties and the Companies in writing that it accepts such appointment and executing a Secured Party Accession Deed whereupon the successor Security Trustee shall succeed to the position of the retiring Security Trustee and the term "Security Trustee" in this deed and the Finance Documents shall include such successor Security Trustee where appropriate Clause

15 shall continue to benefit a retiring Security Trustee in respect of any action taken or omitted by it under this deed or any Finance Document while it was a Security Trustee

- (d) The Companies shall take such action as may be necessary, and the Security Trustee at the request (and properly incurred cost) of the Companies shall take such action as may be practicable, in order that the Finance Documents and this deed or replacements therefor shall provide for effective and perfected security in favour of any replacement Security Trustee including making available to the replacement Security Trustee such documents and records as the successor Security Trustee shall request (acting reasonably) and entering into any documentation necessary to transfer title to the Charged Assets to the replacement Security Trustee

16 MISCELLANEOUS

16 1 Joint and several liabilities

The covenants, agreements, obligations and liabilities of the Companies contained in this deed or implied on their part are joint and several and shall be construed accordingly

16 2 Liabilities survive deficiencies and releases

Each Company agrees to be bound by this deed notwithstanding that any person intended to execute or to be bound by this deed may not do so or may not be effectually bound and notwithstanding that any guarantees or charges contained in this deed may be terminated or released or may be or become invalid or unenforceable against any other Company whether or not the deficiency is known to any of the Secured Parties

16 3 Exchange of information

Each Company hereby authorises the Secured Parties to exchange between themselves any information concerning such Company and its business including the operation and state of its bank accounts

16 4 Remedies Cumulative

No failure or delay on the part of the Secured Parties or any of them to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

16 5 Statutory power of leasing

Following the occurrence of an Event of Default which is continuing, the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Company in relation to the Charged Assets or any part thereof

16 6 Successors and assigns

Any appointment or removal of a Receiver under clause 9 (Appointment and Powers of Receiver) and any consents under this deed may be made or given in writing signed or sealed by any successors or assigns of the Security Trustee and accordingly each Company

hereby irrevocably appoints each successor and assign of the Security Trustee to be its attorney in the terms and for the purposes set out in clause 12 (Power of Attorney)

16 7 Consolidation

Section 93 Law of Property Act 1925 shall not apply to the security created by this deed or to any security given to the Security Trustee or any of the other Secured Parties pursuant to this deed

16 8 No Set-Off or Withholding

- (a) All payments to be made by any Company to the Security Trustee under this deed shall be made in full. They will be free and clear of any right of set-off and from any restriction, condition or deduction because of any counterclaim
- (b) If a Company is required by law to make any deduction, payment or withholding in respect of any payment made or, due to be made, by it to the Security Trustee, then the sum payable by that Company shall be increased to the extent necessary to ensure that, after making the deduction, withholding or payment, the Security Trustee receives on the due date and retains (free from any liability in respect of the deduction, withholding or payment) a net sum equal to that which it would have received and retained had no deduction, withholding or payment been required or made

16 9 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 any provisions of any Finance Document relating to any disposition of an interest in land shall be deemed to be incorporated in this deed

16 10 Accession

- (a) Each party to this deed agrees that a new Security Trustee or Secured Party may accede to and become a party to this deed in its relevant capacity by duly completing an Secured Party Accession Deed
- (b) The Parent may request that any Group Company becomes an Acceding Company for the purposes of this deed
- (c) The Acceding Company shall become a Company if the Parent and the Acceding Company deliver to the Security Trustee a duly completed and executed Accession Deed, together with such supporting board and shareholder resolutions and other supporting documentation as may be required by the Security Trustee
- (d) The Companies each appoint the Parent as their agent to execute any Accession Deed for and on their behalf
- (e) Each of the Secured Parties hereby appoints the Security Trustee to receive on its behalf each Accession Deed and to countersign the same. No Accession Deed shall be effective unless and until it is duly countersigned by the Security Trustee

16 11 Intercreditor arrangements

The parties to this deed acknowledge the intention of the Parent to obtain debt finance. The parties confirm that intercreditor arrangements will need to be entered into with the provider of such debt finance and confirm their intention to enter into such arrangements assuming they are in a usual or typical form and content.

16 12 Release

Upon all the Secured Obligations having been paid or discharged in full and the Security Trustee and all other Secured Parties having ceased to have any further obligations under any of the Finance Documents whether actual or contingent to make any credit or accommodation to any of the Companies, the Security Trustee will, at the request and cost of such Company, execute, reassign and/or do all such deeds, acts and things as may be reasonably necessary to release the Charged Assets from the security created by or pursuant to this deed.

17 NOTICES

17 1 Requirements for Notices

Every notice, request, demand or other communication under this deed shall

- (a) be in writing delivered personally or by first-class pre-paid letter or fax transmission only,
- (b) be deemed to have been received, subject as otherwise provided in this deed, in the case of a letter, when delivered and, in the case of a fax transmission, when a complete and legible copy is received by the addressee (unless the time of despatch is after close of business in which case it shall be deemed to have been received at the opening of business on the next business day), and
- (c) be sent
 - (i) to each Company c/o Utiligroup Limited at

Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN

Fax Number
Attention The Directors
 - (ii) to the Security Trustee at such address as provided for from time to time under the Finance Documents,

or to such other address or fax number as may be notified by Utiligroup Limited (for itself or any other Company) or, as the case may be, the Security Trustee to the Companies on giving not less than 5 Business Days' notice in writing.

18 LAW

This deed shall be governed by English law.

IN WITNESS of which this deed has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this deed

SCHEDULE 1

The Companies

Name	Registered Number	Registered Office
DWF Apollo Topco Limited	09007042	1 Scott Place, 2 Hardman Street, Manchester M3 3AA
DWF Apollo Midco Limited	09008074	1 Scott Place, 2 Hardman Street, Manchester M3 3AA
Utiligroup Limited	03642322	Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN
Utilisoft Limited	02931236	Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN
Utiliserve Limited	06886305	Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN
Gserve Energy Supply Limited	07866326	Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN
Draig Technology Ltd	03777468	Alliance House, Library Road, Clayton Le Woods, Chorley, Lancashire, PR6 7EN

SCHEDULE 3

Secured Party Accession Deed

DATED

BETWEEN

- (1) **[●] LIMITED** (company number [●]) whose registered office is at [●] (the "**Acceding Security Trustee/ Acceding Secured Party**")
- (2) **NORTHEDGE CAPITAL LLP** (a limited liability partnership registered in England and Wales under number OC345118) whose registered office is at 6th Floor Vantage Point, Hardman Street, Spinningfields, Manchester, England, M3 3HF acting in its capacity as security trustee for the Investor Loan Noteholders and the Manager Loan Note Holders (the "**Security Trustee**")
- (3) **DWF APOLLO TOPCO LIMITED** (company number 09007042) whose registered office is at 1 Scott Place, 2 Hardman Street, Manchester M3 3AA (the "**Parent**")

RECITALS

This deed is supplemental to a composite guarantee and debenture dated [●] between, among others, the Parent, the Companies named in it and the Security Trustee (as supplemented and amended from time to time, the "**Composite Guarantee and Debenture**")

THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Composite Guarantee and Debenture shall have the same meanings in this Deed

1.2 Interpretation

The principles of construction set out in clause 1 (Interpretation) of the Composite Guarantee and Debenture shall apply to this Deed

2. ACCESSION

The [Acceding Security Trustee / Secured Party] hereby agrees with each other person who is or becomes a party to the Composite Guarantee and Debenture that with effect on and from the date hereof it will be bound by the Composite Guarantee and Debenture as [the Security Trustee / a Secured Party] as if it had been an original party thereto in that capacity

3. LAW

This Undertaking shall be governed by and construed in accordance with English law

[Execution as a deed]

SCHEDULE 4

Company Accession Deed

DATED

BETWEEN

- (1) **[•] LIMITED** (company number [•]) whose registered office is at [•] (the "**Acceding Company**")
- (2) **DWF APOLLO TOPCO LIMITED** (company number 09007042) whose registered office is at 1 Scott Place, 2 Hardman Street, Manchester M3 3AA (the "**Parent**")
- (3) **NORTHEDGE CAPITAL LLP** (a limited liability partnership registered in England and Wales under number OC345118) whose registered office is at 6th Floor Vantage Point, Hardman Street, Spinningfields, Manchester, England, M3 3HF acting in its capacity as security trustee for the Investor Loan Noteholders and the Manager Loan Note Holders (the "**Security Trustee**")
- (4) Those Companies listed in Schedule 1 (the "**Original Companies**")

RECITALS

This deed is supplemental to a composite guarantee and debenture dated [•] between, among others, the Parent, the Companies named in it and the Security Trustee (as supplemented and amended from time to time, the "**Composite Guarantee and Debenture**")

THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Composite Guarantee and Debenture shall have the same meanings in this Deed

1.2 Interpretation

The principles of construction set out in clause 1 (Interpretation) of the Composite Guarantee and Debenture shall apply to this Deed

2. ACCESSION

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

3. SECURED OBLIGATIONS

The Acceding Company hereby irrevocably and unconditionally

- (a) covenants and guarantees to pay on demand to the Security Trustee all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Secured Parties or any of them whether express or implied, present, future or

contingent, joint to several, incurred as principal or surety determined in whatever currency or incurred on any banking account under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document when the same becomes due for payment or discharge,

- (b) guarantees the due performance by each other Company of all of its obligations under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document,
- (c) guarantees the payment of all moneys now or hereafter due, owing or incurred to the Secured Parties or any of them under or pursuant to the Senior Investor Loan Notes, the Investor Loan Notes, the Manager Loan Notes and/or any other Finance Document by each other Company and by any other present or future Subsidiary of any Company, and
- (d) undertakes that, if for any reason any Company fails to discharge any such obligation or to pay any such moneys, it shall immediately on demand by the Security Trustee discharge such obligation or, as the case may be, pay such money to the Security Trustee,

and agrees to indemnify the Secured Parties in accordance with the terms of clause 2 (Secured Obligations) of the Composite Guarantee and Debenture

4. CHARGES

The Acceding Company with full title guarantee and as continuing security for the payment or discharge of all the Secured Obligations and all its obligations under the Composite Guarantee and Debenture mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of clause 3 (Charges) of the Composite Guarantee and Debenture provided that the freehold and leasehold interest in the properties charged by way of a first legal mortgage pursuant to clause 3 1(a) of the Composite Guarantee and Debenture shall be the properties referred to in Schedule 2 to this accession deed

5. CONSENT OF ORIGINAL COMPANIES

Each Original Company agrees to the terms of this deed and agrees that its guarantee and indemnity obligations under clause 2 of the Composite Guarantee and Debenture will extend without limitation to the liabilities and obligations from time to time of the Acceding Company to the Secured Parties and that the execution of this deed will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Composite Guarantee and Debenture

6. LAW

This deed is governed by and construed in accordance with English law

Executed as a deed and delivered on the date appearing at the beginning of this Deed

Schedule 1

Original Companies

Schedule 2

**SIGNATURE PAGES
TO THE COMPOSITE GUARANTEE AND DEBENTURE**

EXECUTED and delivered as a deed by
DWF APOLLO TOPCO LIMITED acting by

Director
Signature
Name

:
:


S. V. Gosling

In the presence of

Witness Name

Vicky Ross

Witness Signature



EXECUTED and delivered as a deed by
DWF APOLLO MIDCO LIMITED acting by

Director
Signature
Name

:
:


S. P. Gosling

In the presence of.

Witness Name

Vicky Ross

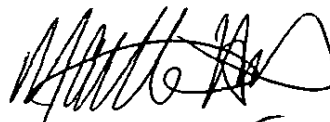
Witness Signature



EXECUTED and delivered as a deed by
UTILIGROUP LIMITED acting by

Director
Signature
Name

:
:


MATTHEW HIRST

In the presence of

Witness Name


Vicky Ross

Witness Signature



EXECUTED and delivered as a deed by
UTILISOFT LIMITED acting by

Director
Signature
Name


MATTHEW HIRST

In the presence of

Witness Name


Vicky Ross

Witness Signature



EXECUTED and delivered as a deed by
UTILISERVE LIMITED acting by

Director
Signature
Name


MATTHEW HIRST

In the presence of

Witness Name


Vicky Ross

Witness Signature



EXECUTED and delivered as a deed by
GSERVE ENERGY SUPPLY LIMITED acting
by

Director
Signature
Name


MATTHEW HIRST

In the presence of

Witness Name

Vicky Ross

Witness Signature



EXECUTED and delivered as a deed by
DRAIG TECHNOLOGY LTD acting by

Director
Signature
Name


MATTHEW HIRST.

In the presence of

Witness Name

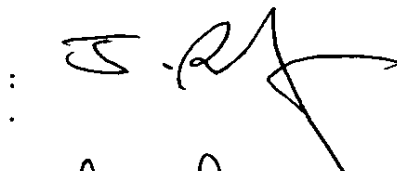
Vicky Vester

Witness Signature




EXECUTED and delivered as a deed by
NORTHEDGE CAPITAL LLP acting by a
duly appointed attorney

Attorney
Signature
Name

: 
.

In the presence of

Witness Name


MOQIM WANG

Witness Signature

37 PETER ST
MANCHESTER
M2 5LB