



**Registration of a Charge**

Company name: **ANGLIAN WATER BUSINESS (NATIONAL) LIMITED**

Company number: **03017251**

Received for Electronic Filing: **01/10/2020**



---

**Details of Charge**

Date of creation: **28/09/2020**

Charge code: **0301 7251 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

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

Certified by:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3017251

Charge code: 0301 7251 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2020 and created by ANGLIAN WATER BUSINESS (NATIONAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2020 .

Given at Companies House, Cardiff on 2nd October 2020

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



**Companies House**



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

**DATED** 28 September **2020**

**(1) THE CHARGORS**

**(2) NATIONAL WESTMINSTER BANK PLC**  
**(as Lender)**

---

**GUARANTEE AND DEBENTURE**

---

**This Debenture is subject to the terms of the Intercreditor Agreement**

**CONTENTS**

<b>Clause</b>		<b>Page</b>
1	INTERPRETATION	1
2	COVENANT TO PAY	7
3	GUARANTEE AND INDEMNITY	7
4	CHARGES	11
5	CRYSTALLISATION OF FLOATING CHARGE	13
6	PERFECTION OF SECURITY	15
7	COVENANTS	18
8	SHARES AND SECURITIES	19
9	INTELLECTUAL PROPERTY	20
10	MONETARY CLAIMS & NON-VESTING RECEIVABLES	20
11	ACCOUNTS	20
12	ASSIGNED CONTRACTS AND ASSIGNED INSURANCES	23
13	PROTECTION OF SECURED ASSETS	24
14	DEMAND AND ENFORCEMENT	25
15	RECEIVERS	26
16	APPLICATION OF MONEYS	27
17	POWER OF ATTORNEY	27
18	CONSOLIDATION	28
19	PROTECTION OF THIRD PARTIES	28
20	PROTECTION OF THE LENDER AND ANY RECEIVER	29
21	PROVISIONS RELATING TO THE LENDER	30
22	PRESERVATION OF SECURITY	31
23	RELEASE	33
24	MISCELLANEOUS PROVISIONS	33
25	NOTICES	35
26	GOVERNING LAW	35
27	ENFORCEMENT	35
	SCHEDULE 1 - THE CHARGORS	36

SCHEDULE 2 - DETAILS OF LAND	37
SCHEDULE 3 - DETAILS OF SHARES	38
SCHEDULE 4 - DETAILS OF ASSIGNED INSURANCES	39
SCHEDULE 5 - DETAILS OF ASSIGNED ACCOUNTS	40
<b>SCHEDULE 6 - DETAILS OF CHARGED ACCOUNTS</b>	41
SCHEDULE 7 - DEED OF ACCESSION	42
SCHEDULE 8 - FORM OF NOTICE OF ASSIGNMENT OF INSURANCE	47
SCHEDULE 9 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS	49
SCHEDULE 10 - FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS	52
SCHEDULE 11 - FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT	54

**THIS DEED** is made on 28 day of September 2020

**BETWEEN:-**

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to this Debenture by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as lender (the "**Lender**").

**INTRODUCTION**

- (A) The Lender has agreed to make credit facilities available to the Company on the terms and conditions set out in the Facility Agreements (as is defined below).
- (B) The Chargors have agreed to enter into this Debenture to provide Security over their assets to the Lender.

**IT IS AGREED** as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Debenture:-

**"Account"** means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by any Chargor (or in which any Chargor has an interest) at any bank or financial institution in any jurisdiction (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts

**"Assigned Account"** means:-

- (a) each of the Accounts specified in Schedule 5 (*Details of Assigned Accounts*) (and any renewal or redesignation of such Accounts);
- (b) any Blocked Accounts which are maintained with any bank or financial institution other than the Lender; and
- (c) any account maintained with any bank or financial institution other than the Lender and agreed by the Lender and the Company in writing to be an Assigned Account

**"Assigned Contracts"** means any contract agreed by the Lender and the Company in writing to be an Assigned Contract

<b>"Assigned Credit Insurances"</b>	means all credit insurances of the Chargors which have been assigned to RBS Invoice Finance Limited pursuant to the RFF Security Documents
<b>"Assigned Insurances"</b>	means the Insurances (if any) specified in Schedule 4 ( <i>Assigned Insurances</i> ) (including any renewal, substitution or replacement of such Insurance)
<b>"Blocked Account"</b>	means:- <ul style="list-style-type: none"> <li>(a) the Mandatory Prepayment Account (and any renewal or re-designation of such account); and</li> <li>(b) any other Account agreed by the Lender and the Company in writing to be a Blocked Account</li> </ul>
<b>"Charged Account"</b>	means:- <ul style="list-style-type: none"> <li>(a) the Accounts (if any) specified in Schedule 6 (<i>Details of Charged Accounts</i>);</li> <li>(b) the Accounts maintained by any Chargor with the Lender and designated in writing as a Charged Account by the Lender; and</li> <li>(c) any Blocked Accounts maintained with the Lender (acting in any capacity).</li> </ul>
<b>"Common Terms Agreement"</b>	means the common terms agreement dated on or around the date of this Debenture and made between, among others, (1) the Company (as borrower), (2) Wave Ltd (as parent) and (3) National Westminster Bank Plc (as lender)
<b>"Company"</b>	means Anglian Water Business (National) Limited, registered in England and Wales with company number 03017251
<b>"Deed of Accession"</b>	means a deed substantially in the form of Schedule 7 ( <i>Deed of Accession</i> ) executed, or to be executed, by a person becoming a Chargor
<b>"Default"</b>	has the meaning given to that term in the Common Terms Agreement
<b>"Default Rate"</b>	means the rate specified in clause 10.3 ( <i>Default interest</i> ) of the Common Terms Agreement
<b>"Event of Default"</b>	has the meaning given to that term in the Common Terms Agreement
<b>"Facility Agreements"</b>	means the facility agreements each dated on or around the date of this Debenture between the Company and the Lender, pursuant to each of which a facility will be made available to the Company in accordance with the Coronavirus Large Business Interruption Loan Scheme



<b>"Group"</b>	has the meaning given to that term in the Intercreditor Agreement
<b>"Insurances"</b>	means any contracts and policies of insurance or assurance taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties excluding any insurance policies that relate to public liability, employers liability, third party liability or directors' and officers' liability
<b>"Intellectual Property"</b>	<p>means any of the following:-</p> <ul style="list-style-type: none"> <li>(a) all interests in respect of any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents (including supplementary protection certificates), trade marks, service marks, registered designs and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;</li> <li>(b) any brand and trade names, domain names, invention, copyright, design right or performance right;</li> <li>(c) any trade secrets, database right, know-how and confidential information; and</li> <li>(d) the benefit of any agreement or licence for the use of any such right,</li> </ul> <p>and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above together with any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by any Chargor or (to the extent of its interest) in which any Chargor has an interest</p>
<b>"Intercreditor Agreement"</b>	has the meaning given to that term in the Common Terms Agreement
<b>"Land"</b>	has the meaning given to that term in section 205(1) of the LPA but for these purposes <b>"Land"</b> excludes heritable property situated in Scotland
<b>"LPA"</b>	means the Law of Property Act 1925
<b>"Mandatory Prepayment Account"</b>	has the meaning given to that term in the Common Terms Agreement
<b>"Monetary Claims"</b>	means all book and other debts, rentals, royalties, fees, VAT and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any

Account, together with all cheques, bills of exchange, negotiable instruments, indemnities, credits and securities at any time given in relation to, or to secure payment of, any such debt

- "Non-Vesting Receivable"** means any Receivable (as defined in the RFFA) purportedly assigned to the Receivables Trustee pursuant to the RFFA but which does not, for any reason, vest absolutely and effectively in the Receivables Trustee
- "Original Jurisdiction"** means, in relation to a Chargor, the jurisdiction under whose laws that Chargor is incorporated as at the date of this Debenture or, in the case of any Chargor which accedes to this Debenture pursuant to Clause 24.5 (*Deeds of Accession*), as at the date on which that Chargor becomes a party to this Debenture
- "Party"** means a party to this Debenture
- "Plant and Equipment"** means all plant, machinery or equipment (including office equipment, computers, vehicles and other equipment) of each Chargor of any kind and the benefit of all licences, warranties and contracts relating to the same
- "Receivables Trustee"** has the meaning given to that term in the RFFA
- "Receiver"** means any receiver, receiver and manager or, to the extent permitted by law, an administrative receiver (whether appointed pursuant to this Debenture or any statute, by a court or otherwise) of the whole or any part of the Secured Assets
- "Regulations"** means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements
- "Related Rights"** means in relation to any Secured Asset:-
- (a) the proceeds of sale of all or any part of that Secured Asset;
  - (b) allotments, rights, money or property arising from that Secured Asset, by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
  - (c) all rights under any licence, agreement for sale or agreement for lease in respect of that Secured Asset;
  - (d) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Secured Asset; and
  - (e) any moneys and proceeds or income paid or

payable in respect of that Secured Asset

<b>"RFF Discharge Date"</b>	means the date on which RBS Invoice Finance Limited confirms to the Lender in writing that all amounts outstanding have been unconditionally and irrevocably paid and discharged in full, whether or not as the result of enforcement, and all of the Security in favour of RBS Invoice Finance Limited has been released and discharged in full and RBS Invoice Finance Limited is not under any further obligation to provide financial accommodation to any Group Company
<b>"RFF Security Documents"</b>	has the meaning given to the term First Creditors Security Documents in the Intercreditor Agreement
<b>"RFFA"</b>	has the meaning given to that term in the Common Terms Agreement
<b>"Secured Assets"</b>	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the Security created in favour of the Lender by or pursuant to this Debenture
<b>"Secured Finance Documents"</b>	has the meaning given to the term "Finance Documents" in the Common Terms Agreement
<b>"Secured Liabilities"</b>	means all present and future obligations and liabilities expressed to be due, owing or payable by any Chargor under or in connection with any of the Secured Finance Documents (whether present or future, actual or contingent and whether incurred solely or jointly (or jointly and severally) with any other person) (each a <b>"Secured Liability"</b> )
<b>"Securities"</b>	means all or any stocks, shares (other than any Shares) or other financial instruments (as defined in the Regulations) including those held via a nominee, trustee or clearing system
<b>"Security"</b>	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
<b>"Security Period"</b>	means the period beginning on the date of this Debenture and ending on the date which:- <ul style="list-style-type: none"> <li>(a) all of the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and</li> <li>(b) the Lender has no any further commitment, obligation or liability under or pursuant to the Secured Finance Documents</li> </ul>
<b>"Senior Discharge Date"</b>	has the meaning given to that term in the Intercreditor Agreement

<b>"Shares"</b>	means:-
	(a) all of the shares in the capital of each of the companies specified in Schedule 3 ( <i>Details of Shares</i> ); and
	(b) any shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time
<b>"Tax"</b>	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)
<b>"Transaction Security Documents"</b>	has the meaning given to that term in the Common Terms Agreement

## 1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Debenture, all words and expressions defined or whose interpretation is provided for in the Common Terms Agreement or in the Intercreditor Agreement shall have the same meanings in this Debenture.

## 1.3 Interpretation

1.3.1 The principles of interpretation set out in clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to this Debenture insofar as they are relevant to it.

1.3.2 Unless the context otherwise requires, a reference to a "**Secured Finance Document**" or any other agreement, deed or instrument is a reference to that Secured Finance Document or other agreement, deed or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Secured Finance Document or other agreement, deed or instrument and includes any increase in, extension of or change to any facility made available under that Secured Finance Document or other agreement, deed or instrument.

1.3.3 The liabilities of the Chargors under this Debenture are joint and several.

## 1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is executed under hand on behalf of the Lender.

## 1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Finance Documents and of any side letters between any parties in relation to any Secured Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 1.6 **Third party rights**

1.6.1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a Party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture.

1.6.2 Notwithstanding any term of any Secured Finance Document, the Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a Party.

## 1.7 **Continuing Event of Default**

A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing" if it has not been waived.

## 1.8 **Nominees**

If the Lender causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Debenture to the Lender shall, if the context permits or requires, be construed as a reference to the Lender and its nominee.

## 1.9 **Inconsistency between this Debenture and the Intercreditor Agreement**

1.9.1 If there is any conflict or inconsistency between any provision of this Debenture and any provision of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail.

1.9.2 Notwithstanding any other terms of this Debenture, it is acknowledged and agreed that the priority of the Security constituted by this Debenture is subject to any prior ranking Security referred to in clause 3 (*Priority of Security*) of the Intercreditor Agreement and references in this Debenture to the Security constituted by the Deed being first ranking shall be construed accordingly.

## 2. **COVENANT TO PAY**

### 2.1 **Secured Liabilities**

Each Chargor covenants that it will, on demand, pay and discharge the Secured Liabilities when due.

### 2.2 **Interest**

Each Chargor covenants to pay interest at the Default Rate to the Lender on any sum not paid in accordance with Clause 2.1 (*Secured Liabilities*) from the due date until payment (both before and after judgment) in accordance with clause 10.3 (*Default Interest*) of the Common Terms Agreement, provided that there shall be no double recovery of such interest (howsoever described) under the Secured Finance Documents.

## 3. **GUARANTEE AND INDEMNITY**

### 3.1 **Guarantee and indemnity**

Subject to the terms of the Intercreditor Agreement, each Chargor irrevocably and unconditionally jointly and severally:-

- 3.1.1 guarantees to the Lender punctual performance by each other Chargor of all that Chargor's obligations under the Secured Finance Documents;
- 3.1.2 undertakes with the Lender that, whenever another Chargor does not pay any amount when due under or in connection with any Secured Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- 3.1.3 agrees with the Lender that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Secured Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 3 if the amount claimed had been recoverable on the basis of a guarantee.

### 3.2 **Continuing Guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Secured Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

### 3.3 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 3 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### 3.4 **Waiver of defences**

The obligations of each Chargor under this Clause 3 will not be affected by an act, omission, matter or thing which, but for this Clause 3.4, would reduce, release or prejudice any of its obligations under this Clause 3 (without limitation and whether or not known to it or the Lender) including:-

- 3.4.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 3.4.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 3.4.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 3.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- 3.4.5 any amendment, novation, supplement, extension, variation, restatement (however fundamental and whether or not more onerous) or replacement of

any of the Secured Finance Documents or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any of the Secured Finance Documents or other document or security;

3.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any of the Secured Finance Documents or any other document or security; or

3.4.7 any insolvency or similar proceedings.

### 3.5 **Chargor Intent**

Without prejudice to the generality of Clause 3.4 (*Waiver of Defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Finance Documents and/or any facility or amount made available under any of the Secured Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making new facilities available to the Chargors; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### 3.6 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 3. This waiver applies irrespective of any law or any provision of a Secured Finance Document to the contrary.

### 3.7 **Appropriations**

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

3.7.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and

3.7.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 3.

### 3.8 **Deferral of Chargors' rights**

3.8.1 Until all amounts which may be or become payable by the Chargors under or in connection with the Secured Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 3:-

(a) to be indemnified by a Chargor;

- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Secured Finance Documents;
  - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Secured Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Secured Finance Documents by the Lender;
  - (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 3.1 (*Guarantee and Indemnity*);
  - (e) to exercise any right of set-off against any Chargor; and/or
  - (f) to claim or prove as a creditor of any Chargor in competition with the Lender.
- 3.8.2 If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargors under or in connection with the Secured Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender as the Lender may direct for application in accordance with the terms of each Facility Agreement.

### 3.9 **Release of Chargors' right of contribution**

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Secured Finance Documents for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor:-

- 3.9.1 that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Secured Finance Documents; and
- 3.9.2 each other Chargor waives any rights it may have by reason of the performance of its obligations under the Secured Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Secured Finance Documents or of any other security taken pursuant to, or in connection with, the Secured Finance Documents where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

### 3.10 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

### 3.11 **Guarantee Limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the Original Jurisdiction of the relevant Chargor and, with respect to any Chargor which accedes to this Debenture pursuant to Clause 24.5



(*Deeds of Accession*), is subject to any limitations set out in the Deed of Accession applicable to such Chargor.

3.12 **Guarantee binding**

Each Chargor agrees to be bound by the guarantee contained in Clause 3.1, even if any other Chargor which was intended to execute this Debenture may not do so or may not be effectually bound.

4. **CHARGES**

4.1 **Land**

Each Chargor charges:

4.1.1 by way of first legal mortgage all Land described in Schedule 2 (*Details of Land*); and

4.1.2 by way of first fixed charge:-

- (a) all Land vested in any Chargor on the date of this Debenture to the extent not effectively mortgaged by Clause 4.1.1;
- (b) all licences to enter upon or use Land and the benefit of all other agreements relating to Land; and
- (c) all Land acquired by any Chargor after the date of this Debenture.

4.2 **Shares**

Each Chargor mortgages or (if or to the extent that this Debenture does not take effect as an equitable mortgage) charges by way of fixed charge the Shares and all Related Rights under or in connection with the Shares.

4.3 **Securities**

Each Chargor mortgages or (if or to the extent that this Debenture does not take effect as an equitable mortgage) charges by way of first fixed charge the Securities and all Related Rights under or in connection with the Securities.

4.4 **Intellectual Property**

Each Chargor charges by way of first fixed charge the Intellectual Property and all Related Rights under or in connection with the Intellectual Property.

4.5 **Monetary Claims**

Each Chargor charges by way of first fixed charge the Monetary Claims and all Related Rights under or in connection with the Monetary Claims.

4.6 **Non-Vesting Receivables**

Each Chargor charges by way of fixed charge the Non-Vesting Receivables and all Related Rights under or in connection with the Non-Vesting Receivables.

4.7 **Charged Accounts**

Each Chargor charges by way of first fixed charge:-

- 4.7.1 all amounts standing to the credit of the Charged Accounts; and
- 4.7.2 all Related Rights under or in connection with the Charged Accounts.

#### 4.8 **Plant and Equipment**

Each Chargor charges by way of first fixed charge:-

- 4.8.1 the Plant and Equipment (to the extent not effectively charged by Clauses 4.1.1 or 4.1.2) other than any Plant and Equipment which is for the time being part of any Chargor's stock-in-trade or work-in-progress; and
- 4.8.2 all Related Rights under or in connection with such Plant and Equipment.

#### 4.9 **Goodwill**

Each Chargor charges by way of first fixed charge its present and future goodwill.

#### 4.10 **Uncalled capital**

Each Chargor charges by way of first fixed charge its uncalled capital.

#### 4.11 **Authorisations**

Each Chargor charges by way of first fixed charge the benefit of all licences, consents, agreements and Authorisations held by or used in connection with the business of such Chargor or the use of any of its assets.

#### 4.12 **Assigned Contracts**

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 4.12.1 the Assigned Contracts to which it is a party; and
- 4.12.2 all Related Rights under or in connection with the Assigned Contracts to which it is a party.

#### 4.13 **Assigned Insurances**

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

- 4.13.1 the Assigned Insurances to which it is a party; and
- 4.13.2 all Related Rights under or in connection with the Assigned Insurances to which it is a party.

#### 4.14 **Assigned Accounts**

Each Chargor assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:-

- 4.14.1 the Assigned Accounts in its name; and

- 4.14.2 all Related Rights under or in connection with the Assigned Accounts in its name.

#### 4.15 **Floating Charge**

- 4.15.1 Each Chargor charges by way of first floating charge all of its present and future business, undertaking and assets wherever situated, which are not for any reason effectively mortgaged, charged or assigned by way of fixed security by this Debenture, including, without limitation, any heritable property situated in Scotland.
- 4.15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

#### 4.16 **Trust**

If or to the extent that for any reason the assignment or charging of any Secured Asset is prohibited, the relevant Chargor shall:-

- 4.16.1 hold it on trust for the Lender as security for the payment and discharge of the Secured Liabilities; and
- 4.16.2 take such steps as the Lender may require to remove the impediment to assignment or charging it.

#### 4.17 **Nature of Security created**

The Security created under this Debenture is created:-

- 4.17.1 as a continuing security to secure the payment and discharge of the Secured Liabilities and shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Liabilities; and
- 4.17.2 subject to the terms of the Permitted Security in existence as at the date of this Debenture, with full title guarantee.

### 5. **CRYSTALLISATION OF FLOATING CHARGE**

#### 5.1 **Crystallisation: By Notice**

- 5.1.1 The Lender may at any time by notice in writing to any Chargor convert (in relation to that Chargor) the floating charge created by Clause 4.15 (*Floating Charge*) into a fixed charge with immediate effect as regards any property or assets specified in the notice if:-
- (a) the Security created by or pursuant to this Debenture becomes enforceable in accordance with Clause 14.1 (*Enforcement*); or
  - (b) the Lender considers (acting reasonably) that any Secured Asset may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise be in jeopardy (in which case such charge shall be converted in respect of the affected Secured Asset only); or
  - (c) the Lender considers (acting reasonably) that it is necessary in order to protect the priority of the Security created by or pursuant to the Intercreditor Agreement.

- 5.1.2 If no specific assets subject to the floating charge in Clause 4.15 (*Floating charge*) are identified in the notice referred to in Clause 5.1.1 then the crystallisation shall take effect over all of the assets subject to the floating charge in Clause 4.15 (*Floating charge*).

## 5.2 **Crystallisation: Automatic**

The floating charge created by a Chargor under Clause 4.15 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets of that Chargor subject to the floating charge:-

- 5.2.1 if that Chargor creates or attempts to create any Security (other than Permitted Security (as defined in the Common Terms Agreement)) over any of the Secured Assets; or
- 5.2.2 if any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets; or
- 5.2.3 if the Lender receives notice of an intention to appoint an administrator of that Chargor; or
- 5.2.4 if any step is taken which is not frivolous or vexatious or it is not contested in good faith and discharged or dismissed within 14 days of commencement or if earlier, the date on which it is advertised (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor, over all or any part of its assets, or if such person is appointed; or
- 5.2.5 on the crystallisation of any floating charge (other than the floating charge created under Clause 4.15 (*Floating Charge*)) over all or part of the Secured Assets, and to the extent that any such floating charge crystallises over a specific category or class of assets, the floating charge created under Clause 4.15 (*Floating Charge*) shall only crystallise in respect of the same category or class of assets; or
- 5.2.6 in any other circumstance provided by law.

## 5.3 **Assets acquired post-crystallisation**

Any assets acquired by a Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage, equitable mortgage or fixed charge, or assigned under Clause 4 (*Charges*)), shall become subject to the floating charge created by Clause 4.15 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

## 5.4 **Crystallisation: Moratorium where directors propose voluntary arrangement**

The floating charge created by Clause 4.15 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 5.4.1 the obtaining of a moratorium; or
- 5.4.2 anything done with a view to obtaining a moratorium,  
under Schedule A1 to the Insolvency Act 1986.

## 5.5 **Partial crystallisation**

The giving of a notice by the Lender pursuant to Clause 5.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

## 5.6 **De-crystallisation of floating charge**

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Lender to the Company), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

## 6. **PERFECTION OF SECURITY**

### 6.1 **Notices of assignment**

6.1.1 The Chargors must deliver notices of assignment (and, within 5 Business Days of delivery, provide proof of delivery of such notices to the Lender in such form as the Lender may request) in relation to each Secured Asset which is subject to an assignment under this Debenture:-

- (a) Assigned Contracts: within 2 Business Days of the date of the Lender's request following an Event of Default which is continuing, by issuing a notice in the form set out in Schedule 11 (*Form of notice of assignment of Assigned Contract*) addressed to the relevant counterparty;
- (b) Assigned Insurances:
  - (i) within 5 Business Days of the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer (except in respect of the Assigned Credit Insurances);
  - (ii) within 5 Business Days of the later of the RFF Discharge Date or the date on which the assignment is granted, by issuing a notice in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer in respect of the Assigned Credit Insurances;
  - (iii) if any Chargor renews, substitutes or replaces any Assigned Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice in the form set out in Schedule 8 (*Form of notice of assignment of Assigned Insurance*) addressed to the relevant insurer;
- (c) Assigned Accounts:
  - (i) in respect of each Assigned Account (other than a Blocked Account) by issuing, within 5 Business Days of the date on which the assignment is granted, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) addressed to the bank or financial institution with whom the Assigned Account is held;

- (ii) in respect of each Blocked Account which is an Assigned Account by issuing, within 5 Business Days of the date on which the assignment is granted, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held; and
- (iii) in respect of any Account subsequently designated in writing by the Lender and the Company as an Assigned Account, by issuing, within 5 Business Days of the date of the designation, a notice in the form set out in Schedule 9 (*Form of notice of assignment of Assigned Accounts (not Blocked Accounts)*) or, if the Account is a Blocked Account, a notice in the form set out in Schedule 10 (*Form of notice of assignment of Blocked Accounts*) addressed to the bank or financial institution with whom the Assigned Account is held.

6.1.2 The Chargors shall use reasonable endeavours to procure that within 5 Business Days of the date of each notice of assignment being delivered pursuant to Clause 6.1.1 above each notice of assignment is acknowledged by the party to whom it is addressed.

6.1.3 Each Chargor will deliver to the Lender:-

- (a) a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and
- (b) a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

6.1.4 The execution of this Debenture by the Lender and the Chargors (or, as the case may be, the execution of any subsequent Deed of Accession by an additional Chargor and the Lender) shall constitute notice to the Lender of the assignment created by this Clause 4.14 over any Assigned Account of a Chargor maintained by the Lender.

## 6.2 Documents of Title

### 6.2.1 Land

Subject to Clause 6.2.4, the Chargors shall upon request by the Lender deliver (or procure delivery) to the Lender of either:-

- (a) all deeds, certificates and other documents relating to such Land (which the Lender shall be entitled to hold and retain at the expense and risk of the Chargors); or
- (b) an undertaking from the Company's solicitors (in form and substance acceptable to the Lender) to hold all deeds, certificates and other documents of title relating to such Land strictly to the order of the Lender.

### 6.2.2 Shares

Subject to Clause 6.2.4, the Chargors shall upon the execution of this Debenture or within 15 days of any Deed of Accession (or, if later, promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares) and upon the acquisition

by any Chargor of any interest in any Shares deliver (or procure delivery) to the Lender of:

- (a) all stock and share certificates and other documents of or evidencing title to the Shares;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Shares, completed in blank on behalf of the applicable Chargor and if the Lender so requires pre-stamped; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Shares,

all of which the Lender is entitled to hold at the expense and risk of the Chargors.

### 6.2.3 **Securities**

Subject to Clause 6.2.4, promptly (and in any event within 5 Business Days) as soon as any Securities are registered in, or transferred into the name of, a Chargor, or held by or in the name of the Lender or a nominee (and in any event as soon as the Lender so requests), such Chargor shall deposit with the Lender, in respect of or in connection with those Securities:

- (a) all stock and share certificates and other documents of or evidencing title to the Securities;
- (b) signed and undated transfers (or other instruments of transfer) in respect of the Securities, completed in blank on behalf of the applicable Chargor and if the Lender so requires pre-stamped; and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser, in respect of the Securities,

all of which the Lender is entitled to hold at the expense and risk of the Chargors.

### 6.2.4 **Delivery of documents**

The Chargors shall only be required to deliver the documents referred to in Clause 6.2.1, Clause 6.2.2 and Clause 6.2.3 to the extent that such documents are not already held by RBS Invoice Finance Limited. Following the RFF Discharge Date, the Lender shall notify the Company of the party to which the documents should be delivered and if no such notification is received the documents shall be delivered by the Chargors to the Lender.

## 6.3 **Application to the Land Registry**

Each Chargor and the Lender may (if required by the Lender acting reasonably) apply to the Land Registry for the following to be entered on the registered title to any Land (which is not an Excluded Property) now or in the future owned by it:-

### 6.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge

dated [*insert date*] in favour of National Westminster Bank Plc (as Lender) referred to in the charges register (Form P)"

6.3.2 a notice that:-

"National Westminster Bank Plc is under an obligation to make further advances."

## 7. COVENANTS

### 7.1 Further assurance

Each Chargor shall, from time to time and at its own expense, promptly do whatever the Lender requires to:-

7.1.1 give effect to the requirements of this Debenture;

7.1.2 perfect, preserve or protect the Security created or expressed to be created by this Debenture, or its priority; or

7.1.3 once the Security created by this Debenture has become enforceable, facilitate the realisation of the Secured Assets or the exercise of any rights vested in the Lender or any Receiver by this Debenture or by law,

including executing any transfer, conveyance, charge, assignment or assurance of or in respect of the Secured Assets (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction. The obligations of the Chargors under this Clause 7.1 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

### 7.2 Negative pledge

Each Chargor undertakes that it shall not create or permit to subsist any Security over any Secured Assets, nor do anything else prohibited by clause 22.9 (*Negative pledge*) of the Common Terms Agreement, except as expressly permitted under the terms of the Secured Finance Documents.

### 7.3 Disposals

Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Secured Assets except where such transaction or series of transactions constitutes a Permitted Disposal and is permitted by clause 22.10 (*Disposals*) of the Common Terms Agreement.

### 7.4 Land

Each Chargor shall promptly notify the Lender in writing if it intends to acquire any estate or interest in Land where the value of such land is greater than £250,000 and in respect of such Land which is not an Excluded Property shall promptly on request by the Lender (at the cost of that Chargor) execute a legal mortgage in favour of the Lender of that property on terms consistent with the legal mortgage created under this Debenture or as otherwise agreed between the Lender and the relevant Chargor acting reasonably. If the title to any such estate or interest is registered (or required to be registered) at the Land Registry, the relevant Chargor will procure the registration of the legal mortgage at the Land Registry.



## 7.5 **Payments without deduction**

Each Chargor covenants with the Lender that all payments to be made by it under this Debenture shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

## 8. **SHARES AND SECURITIES**

### 8.1 **Shares: before an Event of Default**

Prior to the occurrence of an Event of Default which is continuing, the Chargors shall:-

- 8.1.1 receive all dividends, interest and other moneys arising from the Shares (provided, where applicable, that such payments are Permitted Distributions);
- 8.1.2 exercise all voting rights in relation to the Shares for any purpose not inconsistent with the terms of the Secured Finance Documents;
- 8.1.3 comply as soon as reasonably practicable and in any event within the relevant prescribed time limit with (and copy to the Lender) all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision in any articles of association or other constitutional documents relating to any Shares; and
- 8.1.4 comply with all other conditions and obligations assumed by it in respect of any of the Shares where failure to do so could adversely affect the interests of the Lender.

### 8.2 **Shares: after an Event of Default**

After the occurrence of an Event of Default which is continuing, the Lender may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):-

- 8.2.1 exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 8.2.2 apply all dividends, interest and other moneys arising from the Shares in accordance with Clause 16 (*Application of Moneys*);
- 8.2.3 transfer the Shares into its name or the name of its nominee(s); and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to any company whose shares, other securities are included in the Secured Assets, to concur or participate in:-
  - (a) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares, or securities as a consequence of such reconstruction, amalgamation, sale or other disposal);
  - (b) the release, modification or variation of any rights or liabilities attaching to such shares, or securities; and
  - (c) the exercise, renunciation or assignment of any right to subscribe for any shares, or securities,

in each case in such manner and on such terms as the Lender may think fit, and the proceeds of any such action shall form part of the Secured Assets.

### 8.3 **Securities and Shares: payment of calls**

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Securities and Shares held by that Chargor which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Lender may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the Default Rate.

### 8.4 **Securities: exercise of rights**

The Chargors shall not exercise any of their respective rights and powers in relation to any of the Securities in any manner which, would prejudice the effectiveness of, or the ability of the Lender to realise, the Security created by or pursuant to this Debenture.

## 9. **INTELLECTUAL PROPERTY**

Each Chargor shall, if requested by the Lender and at such Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect the Security taken by, or to record the interest of, the Lender in any registers relating to any registered Intellectual Property.

## 10. **MONETARY CLAIMS & NON-VESTING RECEIVABLES**

10.1 The Chargors shall get in and realise the Monetary Claims and Non-Vesting Receivables in the ordinary course of business and pay the proceeds of those Monetary Claims and Non-Vesting Receivables into an Account (or, where required under the Secured Finance Documents or the Lender so requires, into a Charged Account or an Assigned Account).

10.2 The Chargors shall not at any time during the Security Period, without the prior written consent of the Lender or otherwise as permitted pursuant to the terms of the Secured Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or the Non-Vesting Receivables or enter into any agreement to do so.

10.3 At any time after the Security created under this Debenture has become enforceable, each Chargor shall pay the proceeds of payment or realisation of its assets comprising temporary and other investments, book and other debts, royalties, fees and income of like nature or other moneys received by that Chargor as the Lender may require into such Account(s) as the Lender may from time to time specify and pending such payment shall hold all such receipts on trust for the Lender.

## 11. **ACCOUNTS**

### 11.1 **General**

11.1.1 Each Chargor shall:

- (a) deliver to the Lender:-
  - (i) within 5 Business Days of the date of this Debenture (or the date of any Deed of Accession, if applicable), details of each of its Accounts; and

- (ii) if any change in such detail (including any renewal or redesignation of any such Account) occurs after the date of this Debenture or any new Account is opened as permitted under the terms of the Facility Agreements and the Intercreditor Agreement, details of such change or new Account within 5 Business Days of the date of such change or opening;
  - (b) not, without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to, or close, any Account, unless the credit balance is zero or provided that the balance is moved to another Charged Account beforehand; and
  - (c) open such new Accounts as the Lender may require (whether before or after the Security created by this Debenture has become enforceable).
- 11.1.2 Without prejudice to and in addition to Clauses 7.2 (*Negative pledge*) and 7.3 (*Disposals*):
- (a) the benefit of each Charged Account and each Assigned Account shall not be capable of assignment or charge (in whole or in part) save pursuant to this Debenture or pursuant to the terms of the Permitted Security (as such term is defined in the Common Terms Agreement); and
  - (b) save for the Permitted Security (as such term is defined in the Common Terms Agreement) each Chargor agrees that it will not assign (whether by sale or mortgage), charge or otherwise seek to deal with or dispose of all or any part of any Charged Account or Assigned Account without the prior written consent of the Lender.
- 11.1.3 Upon the Security created by this Debenture becoming enforceable, the Lender shall be deemed to have designated in writing all Accounts (other than the Charged Accounts and the Assigned Accounts) as Assigned Accounts (or, in the case of any Accounts maintained with the Lender (in any capacity), as Charged Accounts) and at any time thereafter the Lender may:
- (a) in relation to such new Assigned Accounts, require the Chargors to, and the Chargors shall immediately upon request serve a notice of assignment in accordance with Clause 6.1 (*Notices of assignment*) on each bank or other financial institution with which any such Account is maintained (and the relevant Chargor shall comply with its obligation under Clause 6.1.3 to obtain an acknowledgement of each such notice of assignment); and
  - (b) exercise from time to time, all rights, powers and remedies of the Chargors in relation to any or all of their Accounts, including to demand and receive all and any moneys standing to the credit of such Accounts.

## 11.2 Charged Accounts

### 11.2.1 Charged Accounts: before an Event of Default

- (a) The Chargors shall, prior to the occurrence of an Event of Default which is continuing, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account (other than any Blocked Account).

- (b) Save as permitted pursuant to the terms of the Secured Finance Documents, the Chargors shall not make any withdrawal from any Blocked Account without the prior written consent of the Lender (in its capacity as such).
- (c) If and to the extent necessary to enable, and for the sole purpose of enabling:
  - (i) the Chargors to comply with their obligations to make prepayments and/or repayments of the Secured Liabilities arising under the Secured Finance Documents; or
  - (ii) the Lender to apply the proceeds thereof in or towards prepayments and/or repayments of the Secured Liabilities in accordance with the terms of the Secured Finance Documents,

the Lender shall release from the Security created by this Debenture the whole or any part of the sums standing to the credit of any Blocked Account.

- (d) The Obligors hereby authorise the Lender (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account with a statement to the effect that:-
  - (i) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Lender;
  - (ii) the relevant Obligor has agreed not to assign, charge or otherwise deal with any moneys standing to the credit of such Charged Account without the prior written consent of the Lender; and
  - (iii) the benefit of such Charged Account is subject to a first fixed charge in favour of the Lender.

#### 11.2.2 **Charged Accounts: after an Event of Default**

- (a) The Lender shall, upon the occurrence of an Event of Default which is continuing be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Charged Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 16 (*Application of Moneys*).
- (b) After the occurrence of an Event of Default which is continuing, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account except with the prior consent of the Lender (in its capacity as such).

### 11.3 **Assigned Accounts**

#### 11.3.1 **Assigned Accounts: before an Event of Default**

- (a) Subject to Clause 11.3.1(b) below, the Chargors shall be entitled to receive, withdraw or otherwise transfer any credit balance from

time to time on any Assigned Account prior to an Event of Default which is continuing.

- (b) If and to the extent necessary to enable, and for the sole purpose of enabling:
  - (i) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Secured Finance Documents; or
  - (ii) the Lender to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Secured Finance Documents,

the Lender shall provide consent or execute any documentation required to allow for the release from the Security created by this Debenture the whole or any part of the sums standing to the credit of any Blocked Account.

### 11.3.2 **Assigned Accounts: after an Event of Default**

The Lender shall, upon the occurrence of an Event of Default which is continuing, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as assignee of the Assigned Accounts and to:-

- (a) demand and receive all and any moneys due under or arising out of each Assigned Account;
- (b) exercise all such rights as the Chargors were then entitled to exercise in relation to such Assigned Account or might, but for the terms of this Debenture, exercise; and
- (c) apply, transfer or set-off any or all of the credit balances from time to time on any Assigned Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 16 (*Application of Moneys*).

## 12. **ASSIGNED CONTRACTS AND ASSIGNED INSURANCES**

### 12.1 Each Chargor shall:-

- 12.1.1 deliver to the Lender, promptly following execution of the same, such documents relating to the Assigned Contracts and the Assigned Insurances as the Lender may reasonably require;
- 12.1.2 perform all its obligations under the Assigned Contracts and Assigned Insurances in a diligent and timely manner to the extent required by each Facility Agreement; and
- 12.1.3 notify the Lender of any material breach of or material default under an Assigned Contract or Assigned Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Assigned Contract or Assigned Insurance, promptly upon becoming aware of the same.

### 12.2 The Chargors shall not, without the prior written consent of the Lender:

- 12.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Assigned Contract or Assigned Insurance;

12.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Assigned Contract or Assigned Insurance; or

12.2.3 assign, transfer, charge or otherwise deal with or dispose of any Assigned Contract or Assigned Insurance or any of the Chargors' rights, title, interest and benefits in, to and in respect of any Assigned Contracts or Assigned Insurances,

except as permitted by the terms of the Secured Finance Documents

12.3 Save as expressly restricted pursuant to the terms of the Secured Finance Documents, while no Event of Default is continuing, the relevant Chargor may exercise all its rights in respect of the Assigned Contracts to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Contracts.

12.4 While no Event of Default is continuing, the relevant Chargor may exercise all its rights in respect of the Assigned Insurances to which it is a party including receiving and exercising all rights relating to proceeds of those Assigned Insurances to the extent permitted pursuant to the terms of the Secured Finance Documents.

### 13. **PROTECTION OF SECURED ASSETS**

#### 13.1 **Insurance**

13.1.1 The Chargors shall at all times during the subsistence of this Debenture:-

- (a) keep the Secured Assets insured in accordance with the terms of the Secured Finance Documents;
- (b) if required by the Lender or the Secured Finance Documents following the RFF Discharge Date, cause each Insurance relating to the Secured Assets (other than any Insurances which are Assigned Insurances) to contain (in form and substance satisfactory to the Lender) a note of the interest of the Lender and an endorsement naming the Lender as sole loss payee in respect of all claims;
- (c) promptly, and in any event no later than their due date, pay all premiums and other moneys payable under all its Insurances or procure that such is done and promptly on request, produce to the Lender a copy of each policy and evidence (acceptable to the Lender) of the payment of such sums (or procure that such is done);
- (d) comply with the terms of all Insurances relating to the Secured Assets and renew or replace each policy in good time prior to its expiry date;
- (e) if any Insurances relating to the Secured Assets become void or voidable, immediately, at its own cost, effect a new Insurance of the same value as the void or voidable policy;
- (f) if required by the Lender or the Secured Finance Documents, provide a copy of all Insurances relating to the Secured Assets to the Lender; and

- (g) ensure that all moneys received in respect of any Insurances in respect of the Secured Assets are applied in accordance with the terms of the Intercreditor Deed.

13.1.2 If any Chargor defaults in complying with Clause 13.1.1, the Lender may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Lender in doing so shall be reimbursed by the Chargors to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed by the Chargors at the rate specified in Clause 2 (*Covenant to Pay*).

### 13.2 **Application of Insurance Proceeds**

13.2.1 All moneys received under any Insurance relating to the Secured Assets shall, prior to the occurrence of an Event of Default which is continuing, be applied in accordance with the terms of the Secured Finance Documents.

13.2.2 After the occurrence of an Event of Default which is continuing the Chargors shall hold such moneys upon trust for the Lender pending payment to the Lender for application in accordance with Clause 16 (*Application of Moneys*) and each Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Secured Assets.

### 13.3 **Power to remedy**

If any Chargor fails to comply with any of its obligations in relation to any of its assets subject to Security pursuant to this Debenture, or the Lender reasonably considers that a Chargor has failed to comply with any such obligations, the Lender shall notify the Chargor of such failure. If, after 10 Business Days of such notification (or such shorter period as the Lender may determine necessary where the Lender considers (acting reasonably) that any Secured Asset may be in jeopardy), that Chargor fails to rectify the failure, the Lender may if it thinks fit (but without any obligation) take such steps as it deems appropriate to remedy such failure (including, without limitation, the carrying out of repairs, the putting in place of insurance or the payment of costs, charges or other expenses) and the Chargors will co-operate with and will grant the Lender or its agents or contractors such access as the Lender may require to the relevant assets or otherwise in order to facilitate the taking of such steps.

## 14. **DEMAND AND ENFORCEMENT**

### 14.1 **Enforcement**

The Security created by this Debenture shall become enforceable upon the occurrence of an Event of Default which continuing.

### 14.2 **Powers on enforcement**

At any time after the Security created by this Debenture has become enforceable, the Lender may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 14.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 14.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to

any Secured Assets, without the restrictions imposed by sections 99 and 100 of the LPA;

14.2.3 to the extent that any Secured Asset constitutes "Financial Collateral" and this Debenture constitutes a "security financial collateral arrangement" each as defined in the Regulations, appropriate all or any part of the Secured Assets in or towards satisfaction of the Secured Liabilities (including transferring the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Lender shall determine in a commercially reasonable manner;

14.2.4 subject to Clause 15.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Secured Assets; and

14.2.5 appoint an administrator of any Chargor.

#### 14.3 **Disposal of the Secured Assets**

In exercising the powers referred to in Clause 14.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Secured Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

#### 14.4 **Same rights as Receiver**

Any rights conferred by any Secured Finance Document upon a Receiver may be exercised by the Lender, or to the extent permitted by law, an administrator, after the Security created by this Debenture has become enforceable, whether or not the Lender shall have taken possession or appointed a Receiver of the Secured Assets.

#### 14.5 **Delegation**

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

### 15. **RECEIVERS**

#### 15.1 **Method of appointment or removal**

Every appointment or removal of a Receiver, any delegate or any other person by the Lender under this Debenture shall be in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the case of the removal of an administrative receiver).

#### 15.2 **Removal**

The Lender may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Secured Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Secured Assets) appoint a further or other Receiver or Receivers over all or any part of such Secured Assets.



**15.3 Powers**

Every Receiver shall have and be entitled to exercise all the powers:-

- 15.3.1 of the Lender under this Debenture;
- 15.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA (in each case as extended by this Debenture);
- 15.3.3 in relation to, and to the extent applicable to, the Secured Assets or any of them, of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 15.3.4 in relation to any Secured Assets, which he would have if he were its only beneficial owner; and
- 15.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

**15.4 Receiver as agent**

The Receiver shall be the agent of the relevant Chargor (and that Chargor shall be solely liable for the Receiver's acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time the Receiver shall act as principal and shall not become the agent of the Lender.

**15.5 Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

**15.6 Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Lender and the maximum rate specified in section 109(6) of the LPA shall not apply.

**16. APPLICATION OF MONEYS****16.1 Application of moneys**

- 16.1.1 All sums received by virtue of this Debenture and/or any other Transaction Security Documents by the Lender or any Receiver shall be applied in accordance with the provisions of the Intercreditor Agreement.
- 16.1.2 Section 109(8) of the LPA shall not apply to this Debenture.

**17. POWER OF ATTORNEY****17.1 Appointment**

Each Chargor irrevocably and by way of security appoints:-

- 17.1.1 the Lender (whether or not a Receiver has been appointed);
- 17.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Lender; and

17.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Debenture, or which the Lender in its sole opinion may consider necessary for perfecting its title to any of the Secured Assets or enabling the Lender or the Receiver to exercise any of its rights or powers under this Debenture, in each case at any time after the Security created by this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*).

## 17.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 17.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 17.1 (*Appointment*).

## 18. **CONSOLIDATION**

### 18.1 **Combination of accounts**

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Lender may at any time after the Security created by this Debenture has become enforceable, without notice to the Chargor, combine or consolidate all or any accounts which it then has in relation to such Chargor (in whatever name) and any Secured Liabilities owed by such Chargor to the Lender, and/or set-off or transfer any amounts standing to the credit of one or more accounts of such Chargor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

### 18.2 **Application**

The Lender's rights under Clause 18.1 (*Combination of accounts*) apply:-

- 18.2.1 whether or not any demand has been made under this Debenture, or any liability concerned has fallen due for payment;
- 18.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 18.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender may for the purpose of exercising its right elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 18.2.4 in respect of any Secured Liabilities owed by the relevant Chargor, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

## 19. **PROTECTION OF THIRD PARTIES**

### 19.1 **Statutory powers**

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

**19.2 Purchasers**

No purchaser from or other person dealing with the Lender, any person to whom it has delegated any of its powers, or the Receiver shall be concerned:-

- 19.2.1 to enquire whether any of the powers which Lender or a Receiver have exercised has arisen or become exercisable;
- 19.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act;
- 19.2.3 as to the propriety or validity of the exercise of those powers; or
- 19.2.4 with the application of any moneys paid to the Lender, any Receiver or to any other person,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

**19.3 Receipts**

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Lender, any Receiver or any person to whom any of them have delegated any of their powers.

**20. PROTECTION OF THE LENDER AND ANY RECEIVER****20.1 No liability**

None of the Lender, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Debenture.

**20.2 Not mortgagee in possession**

Without prejudice to any other provision of this Debenture, entry into possession of any Secured Assets shall not render the Lender, any Receiver or any of their respective officers or employees liable:-

- 20.2.1 to account as mortgagee in possession;
- 20.2.2 for any loss on realisation; or
- 20.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Lender or any Receiver enters into possession of any Secured Assets it shall be entitled at any time it or he thinks fit to relinquish possession.

**20.3 Indemnity**

Each Chargor shall indemnify and keep indemnified the Lender, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

- 20.3.1 any act or omission by any of the Chargors in relation to all or any of the Secured Assets;

- 20.3.2 any payment relating to or in respect of all or any of the Secured Assets which is made at any time by any of the Chargors;
- 20.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- 20.3.4 the Chargors exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Debenture; and
- 20.3.5 any breach by the relevant Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

#### 20.4 **Interest**

Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause 20 (*Protection of the Lender and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment and payable on demand).

#### 20.5 **Indemnity out of the Secured Assets**

- 20.6 The Lender, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Secured Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 20.3 (*Indemnity*).

#### 20.7 **Liability of Chargors related to Secured Assets**

Notwithstanding anything contained in this Debenture or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. None of the Lender or any Receiver is under any obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

#### 20.8 **Continuing protection**

The provisions of this Clause 20 (*Protection of the Lender and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Debenture or the discharge of any Receiver from office.

### 21. **PROVISIONS RELATING TO THE LENDER**

#### 21.1 **Powers and discretions**

The rights, powers and discretions given to the Lender in this Debenture:-

- 21.1.1 may be exercised as often as, and in such manner as, the Lender thinks fit;
- 21.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 21.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

## 21.2 **Certificates**

A certificate by an officer of the Lender:-

21.2.1 as to any amount for the time being due to the Lender; or

21.2.2 as to any sums payable to the Lender under this Debenture,

shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

## 21.3 **Trusts**

The perpetuity period for any trust constituted by this Debenture shall be 125 years.

## 21.4 **Provisions of the Intercreditor Agreement**

21.4.1 This Debenture is subject to the terms of the Intercreditor Agreement.

21.4.2 The provisions of the Intercreditor Agreement shall apply to the Lender's rights and duties and the replacement of the Lender as if set out in this Debenture.

## 22. **PRESERVATION OF SECURITY**

### 22.1 **Continuing Security**

This Debenture shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

### 22.2 **Additional Security**

This Debenture is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

### 22.3 **Waiver of Defences**

Neither the Security created by this Debenture nor the obligations of the Chargors under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Lender) including:-

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

22.3.2 the release of any Obligor or any other person under the terms of any composition or arrangement with any person;

22.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- 22.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- 22.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Secured Finance Document or any other document or Security;
- 22.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Secured Finance Document or any other document; or
- 22.3.7 an insolvency, liquidation, administration or similar procedure.

## 22.4 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment from any person before claiming from a Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Secured Finance Document to the contrary.

## 22.5 **Appropriations**

During the Security Period the Lender may:-

- 22.5.1 refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 16.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 22.5.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

## 22.6 **New accounts**

If the Lender receives notice (whether actual or otherwise) of any subsequent Security (other than a Permitted Security) over or affecting any of the Secured Assets or if a petition is presented or a resolution passed in relation to the winding up of a Chargor, the Lender may close the current account or accounts and/or open a new account or accounts for such Chargor. If the Lender does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the Secured Liabilities.

## 22.7 **Tacking**

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Chargors on the terms and subject to the conditions of the Secured Finance Documents.

## 22.8 **Deferral of Chargor's rights**

During the Security Period and unless the Lender otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by its obligations under this Debenture or the enforcement of the Security created by this Debenture:-

- 22.8.1 to receive or claim payment from, or be indemnified by an Obligor;
- 22.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Secured Finance Documents;
- 22.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Secured Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Secured Finance Documents by the Lender;
- 22.8.4 to exercise any right of set-off against any Obligor; and/or
- 22.8.5 to claim or prove as a creditor of any Obligor in competition with the Lender.

## 23. **RELEASE**

### 23.1 **Release**

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and provided that the Lender has no further commitment, obligation or liability under or pursuant to the Secured Finance Documents, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

- 23.1.1 release the Secured Assets from this Debenture;
- 23.1.2 re-assign the Secured Assets that have been assigned to the Lender under this Debenture; and
- 23.1.3 return to the relevant Chargor all deeds, certificates and other documents delivered to it pursuant to this Debenture.

### 23.2 **Reinstatement**

If the Lender considers (acting reasonably) that any amount paid or credited to it under any Secured Finance Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 23.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and
- 23.2.2 the liability of the relevant Chargor and the Security created by this Debenture shall continue as if that amount had not been paid or credited.

### 23.3 **Consolidation**

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

## 24. **MISCELLANEOUS PROVISIONS**

### 24.1 **Severability**

If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

- 24.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

24.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

**24.2 Information**

The Lender may from time to time following an Event of Default which is continuing seek from any other person having dealings with the Chargors such information about the Chargors and their affairs as the Lender may think fit and each Chargor agrees to request any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender or any such third party may from time to time require.

**24.3 Joint and separate liability**

Unless the context otherwise requires, all covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

**24.4 Counterparts**

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

**24.5 Deeds of Accession**

24.5.1 The Company and each of the Chargors shall procure that each company which is required by the Secured Finance Documents to accede to this Debenture shall, within the timeframe allotted by the Secured Finance Documents, execute and deliver a Deed of Accession.

24.5.2 Each of the Parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Debenture and shall be binding on and enure to the benefit of all the parties to this Debenture;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Debenture or any previous Deed of Accession and that this Debenture shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Lender (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Secured Assets and references in this Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to any Deed of Accession.

24.5.3 Delivery of a Deed of Accession constitutes confirmation by the New Chargor (as such term is defined in the relevant Deed of Accession) that the Repeating Representations are true and correct to the extent applicable to it as at the date of delivery as if made by reference to the facts and circumstances then existing.



25. **NOTICES**

Clause 30 (*Notices*) of the Common Terms Agreement shall apply to this Debenture.

26. **GOVERNING LAW**

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

27. **ENFORCEMENT**

27.1 **Jurisdiction of English Courts**

27.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

27.1.2 The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

27.1.3 This Clause 27.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**EXECUTED AND DELIVERED AS A DEED** on the date set out at the beginning of this Debenture.

**Schedule 1****THE CHARGORS**

<b>Chargor</b>	<b>Registration number (or equivalent, if any) and Original Jurisdiction</b>
Anglian Water Business (National) Limited	03017251, England and Wales
Wave Ltd	06492265, England and Wales
NWG Business Limited	04047470, England and Wales

**Schedule 2**

**DETAILS OF LAND**

**REGISTERED LAND**

*None at the date of this Debenture.*

**UNREGISTERED LAND**

*None at the date of this Debenture.*

**Schedule 3****DETAILS OF SHARES**

<b>Chargor</b>	<b>Company</b>	<b>Share Class</b>	<b>Number of Shares</b>
Wave Ltd	NWG Business Limited	Ordinary shares of £1.00 each	30,813,076
Wave Ltd	Anglian Water Business (National) Limited	Ordinary shares of £0.10 each	738,030,700

**Schedule 4****DETAILS OF ASSIGNED INSURANCES**

<b>Company Name</b>	<b>Insurance Type</b>	<b>Policy Number</b>	<b>Insurer</b>
Wave Ltd and Anglian Water Business (National) Limited	Professional indemnity	LB2038581	Zurich Insurance plc
Wave Ltd and subsidiaries	Employers Liability Insurance	LO1917556	XL Insurance Company SE
Wave Ltd and subsidiaries	Motor Fleet	LO1917556	Aviva Insurance Ltd
Wave Ltd and subsidiaries	Property and Business Interruption Insurance	LO1917557	Aviva Insurance Ltd
Wave Ltd and subsidiaries	Public Products and Liability Insurance	LO1917556	XL Insurance Company SE

Schedule 5

DETAILS OF ASSIGNED ACCOUNTS

Bank Account Name	Bank Name	Account No	Sort Code
AW Business NATL Ltd	Barclays Bank PLC		
Payments	Barclays Bank PLC		
AW B N Ltd No. 2	Barclays Bank PLC		

**Schedule 6**

**DETAILS OF CHARGED ACCOUNTS**

Bank Account Name	Bank Name	Account No	Sort Code
NWG Business Limited	National Westminster Bank Plc		
NWG Business Limited	National Westminster Bank Plc		
Anglian Water Business (National) Limited	National Westminster Bank Plc		
Wave Ltd	National Westminster Bank Plc		
NWG Business Ltd Business Current a/c	National Westminster Bank Plc		

**Schedule 7****DEED OF ACCESSION**

**THIS DEED** is made on [ ]

**BETWEEN:-**

- (1) [ ] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [ ];
- (2) **ANGLIAN WATER BUSINESS (NATIONAL) LIMITED** (the "**Company**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **NATIONAL WESTMINSTER BANK PLC** as the Lender.

**INTRODUCTION**

- (A) The New Chargor is, or will on the date of this Debenture become, a [wholly-owned] Subsidiary of the Company.
- (B) This Deed is supplemental to a deed dated [ ] (as supplemented and amended from time to time, the "**Debenture**") between, among others, the Company, each of the companies named in the Debenture as Chargors, and National Westminster Bank Plc as agent and trustee for the Lender.
- (C) The New Chargor at the request of the Company and in consideration of the Lender making or continuing to make facilities available to the Company or any other member of its group has agreed to enter into this Debenture and become a Chargor under the Debenture.

**IT IS AGREED** as follows:-**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture have the same meaning in this Debenture.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Debenture insofar as they are relevant to it, as they apply to the Debenture.

**2. ACCESSION**

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

**3. SECURITY**

The New Chargor mortgages, charges and assigns to the Lender, all its business, undertaking and assets on the terms of Clause 4 (*Charges*) of the Debenture, provided that:-

- 3.1 the Land charged by way of first legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- 3.2 the Shares mortgaged or (if to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Shares*);



- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*); and
- 3.6 the Charged Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Accounts*).

4. **CONSENT OF EXISTING CHARGORS**

The Company by its execution of this Debenture confirms the consent of the existing Chargors to the terms of this Debenture and their agreement that this Debenture will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. **EFFECT ON DEBENTURE**

- 5.1 The Debenture and this Debenture shall be read and construed as one document so that references in the Debenture to "this Debenture", "herein", and similar phrases will be deemed to include this Debenture.
- 5.2 For the purposes of this Debenture and the Debenture and with effect from the date of this Debenture, the property and assets of the New Chargor mortgaged, charged or assigned to the Lender (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Debenture shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Debenture.

6. **GOVERNING LAW**

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

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Debenture.

**SCHEDULE 1**

**LAND**

**SCHEDULE 2**

**SHARES**

**SCHEDULE 3**

**ASSIGNED INSURANCES**

**SCHEDULE 4**

**ASSIGNED CONTRACTS**

**SCHEDULE 5**

**ASSIGNED ACCOUNTS**

**SCHEDULE 6**

**BLOCKED ACCOUNTS**

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

**EXECUTED** as a Deed )  
by **[NAME OF COMPANY] [LIMITED] [PLC]** )  
acting by two Directors or a Director and its )  
Secretary:- )  
)

Director

Director/Secretary

Address: [ ]

Facsimile number [ ]

OR

**EXECUTED** as a Deed by **[NAME OF** )  
**COMPANY] [LIMITED] [PLC]** )  
acting by **[NAME OF DIRECTOR]**, a )  
Director, in the presence of:- )

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: [ ]

Facsimile number [ ]

**The Company**

**EXECUTED** (but not delivered until the date )  
hereof) as a Deed )  
by **ANGLIAN WATER BUSINESS** )  
**(NATIONAL) LIMITED** )  
acting by:- )

Director

Director/Secretary

**The Lender**

**SIGNED** for and on behalf of )  
**NATIONAL WESTMINSTER BANK PLC** )

**Schedule 8****FORM OF NOTICE OF ASSIGNMENT OF INSURANCE****To be printed on the headed notepaper of the relevant Chargor**

To: [Insert name and address of relevant insurer]

Date: [ ]

Dear Sirs,

**[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER]  
(THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]**

1. We give you notice that we have entered into a debenture dated [ ] in favour of National Westminster Bank Plc (the "**Lender**") (the "**Debenture**").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. We will also remain entitled to exercise all our rights, powers and discretions under the Polic[y][ies], and you should continue to give notices and make payments under the Polic[y][ies] to us (unless, and, to the extent, otherwise expressly provided for in the Polic[y][ies] or in any insurer letter you (or a broker on your behalf) may have issued to the Lender in respect of the Polic[y][ies]), unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable.
4. With effect from the date of receipt of this notice, we instruct you to:
  - 4.1 name the Lender as sole loss payee in respect of [each of] the Polic[y][ies];
  - 4.2 promptly inform the Lender, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
  - 4.3 advise the Lender promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
  - 4.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect; and
  - 4.5 disclose to the Lender, without further approval from us, such information regarding the Polic[y][ies] as the Lender may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].

5. Following the Lender's notification to you that the security created by the Debenture has become enforceable:-
  - 5.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Lender to such account (or to its order) as it may specify in writing from time to time;
  - 5.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Lender; and
  - 5.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Lender.
6. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Lender.
7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
8. By countersigning this letter, you confirm that:-
  - 8.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
  - 8.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Lender 30 days written notice of it or, if it is not possible to comply with such notification to the Lender in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Lender in relation to such termination as soon as possible; and
  - 8.3 you will not, without the Lender's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
9. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [ ] marked for the attention of [ ].

Yours faithfully,

for and on behalf of  
[COMPANY/CHARGOR]

**Acknowledged:**

.....

For and on behalf of

[Name of insurer]

**Schedule 9****FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNTS (NOT BLOCKED ACCOUNTS)****To be printed on the headed notepaper of the relevant Chargor**

To: [Insert name and address of relevant account bank]

Date: [ ]

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [ ] in favour of National Westminster Bank Plc (the "**Lender**") (the "**Debenture**").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "**Assigned Account[s]**"):
 

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights, title and interest from time to time in the Assigned Account[s] including, without limitation all money at any time standing to the credit of the Assigned Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. We are permitted to withdraw any amount from the Assigned Account[s] for any purpose unless and until you receive a notice from the Lender to the contrary stating that the security under the Debenture has become enforceable and we are no longer permitted to withdraw any amount from the Assigned Account[s] without its consent.
5. Following the Lender's notification to you that the security created by the Debenture has become enforceable:
  - 5.1 any existing payment instructions affecting the Assigned Account[s] are to be terminated and all payments and communications in respect of the Assigned Account[s] should be made to the Lender or to its order (with a copy to us);

- 5.2 all moneys standing to the credit of the Assigned Account[s] are to be held to the order of the Lender; and
- 5.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Assigned Account[s] belong to the Lender.
6. Until such time that notice is served in accordance with paragraph 4 above, we are permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the prior written consent of the Lender.
7. By countersigning this letter, you confirm that:-
- 7.1 no fees or periodic charges are payable in respect of the Assigned Account[s] and there are no restrictions on:
- 7.1.1 the payment of the credit balance on the Assigned Account[s]; or
- 7.1.2 the assignment of the Assigned Account[s] to the Lender or any third party;
- 7.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Assigned Account[s];
- 7.3 you will not, without the Lender's consent:-
- 7.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Assigned Account[s]; or
- 7.3.2 amend or vary any rights attaching to the Assigned Account[s];
- 7.4 save as specifically set out in this notice, you will act only in accordance with the instructions given by persons authorised by the Lender;
- 7.5 save as specifically set out in this notice, you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Assigned Account[s] without the Lender's prior written consent; and
- 7.6 you shall send all statements and other notices given by you relating to the Assigned Account[s] to Lender.
8. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
9. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [ ] marked for the attention of [ ].

Yours faithfully,

for and on behalf of  
**[COMPANY/CHARGOR]**



**Acknowledged:**

.....

For and on behalf of

*[Name of account bank]*

**Schedule 10****FORM OF NOTICE OF ASSIGNMENT OF BLOCKED ACCOUNTS****To be printed on the headed notepaper of the relevant Chargor**

To: [Insert name and address of relevant account bank]

Date: [ ]

Dear Sirs,

1. We give you notice that we have entered into a debenture dated [ ] in favour of National Westminster Bank Plc (the "**Lender**") (the "**Debenture**").
2. We refer to the following bank account[s] which we hold with you (and any replacement account or subdivision or subaccount of [that][each] account) (the "**Blocked Account[s]**"):

Account holder	Account name	Account number	Sort code

3. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights, title and interest from time to time in the Blocked Account[s] including, without limitation all money at any time standing to the credit of the Blocked Account[s] (whether in sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise) together with all interest accruing from time to time in respect of such money.
4. Following the Lender's notification to you that the security created by the Debenture has become enforceable:
  - 4.1 any existing payment instructions affecting the Assigned Account[s] are to be terminated and all payments and communications in respect of the Assigned Account[s] should be made to the Lender or to its order (with a copy to us);
  - 4.2 all moneys standing to the credit of the Blocked Account[s] are to be held to the order of the Lender; and
  - 4.3 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Blocked Account[s] belong to the Lender.

5. We are not permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s] without the prior written consent of the Lender.
6. By countersigning this letter, you confirm that:-
  - 6.1 no fees or periodic charges are payable in respect of the Blocked Account[s] and there are no restrictions on:
    - 6.1.1 the payment of the credit balance on the Blocked Account[s]; or
    - 6.1.2 the assignment of the Blocked Account[s] to the Lender or any third party;
  - 6.2 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Blocked Account[s];
  - 6.3 you will not, without the Lender's consent:-
    - 6.3.1 exercise any right of combination, consolidation or set-off which you may have in respect of the Blocked Account[s]; or
    - 6.3.2 amend or vary any rights attaching to the Blocked Account[s];
  - 6.4 save as specifically set out in this notice, you will act only in accordance with the instructions given by persons authorised by the Lender;
  - 6.5 save as specifically set out in this notice, you will not permit us to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Blocked Account[s] without the Lender's prior written consent; and
  - 6.6 you shall send all statements and other notices given by you relating to the Blocked Account[s] to the Lender.
7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [ ] marked for the attention of [ ].

Yours faithfully,

for and on behalf of  
[COMPANY/CHARGOR]

**Acknowledged:**

.....

For and on behalf of

[Name of account bank]

## Schedule 11

### FORM OF NOTICE OF ASSIGNMENT OF ASSIGNED CONTRACT

**To be printed on the headed notepaper of the relevant Chargor**

To: [Insert name and address of relevant contract counterparty]

Date: [ ]

Dear Sirs,

#### [DESCRIPTION OF RELEVANT ASSIGNED CONTRACT] (THE "CONTRACT")

1. We give you notice that we have entered into a debenture dated [ ] in favour of National Westminster Bank Plc (the "**Lender**") (the "**Debenture**").
2. We give you notice that, pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights, title and interest from time to time in, and the full benefit of, the Contract and all rights, title and interest in any amounts payable to us under the Contract, including any claims for damages in respect of any breach of the Contract.
3. We will remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable.
4. Following the Lender's notification to you that the security created by the Debenture has become enforceable:-
  - 4.1 all payments to be made to us under or arising from the Contract should be made [to the Lender or to its order as it may specify in writing from time to time] [*specify bank account*];
  - 4.2 all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender;
  - 4.3 you are authorised and instructed, without further approval from us, to comply with your obligations (including without limitation your payment obligations) under the Contract in accordance with the written instructions of the Lender from time to time (and to hold the money for any such payments to the Lender's order pending receipt of written instructions from the Lender); and
  - 4.4 subject to paragraph 6 below, you shall allow the Lender to perform all the obligations assumed by us under the Contract.

5. You shall not be released from your obligations under the Contract without the prior written consent of the Lender.
6. We shall remain liable to perform all our obligations under the Contract and the Lender shall be under no obligation of any kind whatsoever in respect of the Contract.
7. You must not, without the Lender's prior written consent:
  - 7.1 amend, novate, supplement, restate or replace the Contract;
  - 7.2 agree to any waiver or release of any of your obligations under the Contract; or
  - 7.3 exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
8. With effect from the date of receipt of this notice, we irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
  - 8.1 promptly disclose to the Lender such information relating to the Contract as the Lender may at any time request including, without limitation, all information, accounts and records in your possession or control that may be necessary or of assistance to enable the Lender to verify the amount of all payments made or payable under the Contract by you or the performance by you of all your obligations under the Contract; and
  - 8.2 provide the Lender with copies of all notices given or received under the Contract promptly after they are given or received.
9. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
10. By countersigning this letter, you confirm that:-
  - 10.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
  - 10.2 no amendment, waiver or release of any of rights, interests and benefits referred to in this notice shall be effective without the prior written consent of the Lender;
  - 10.3 no termination of any rights, interests or benefits referred to in this notice shall be effective unless we have given the Lender thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
  - 10.4 no breach or default on the part of the *[insert name of relevant Chargors]* of any of the terms of the Contract shall be deemed to have occurred unless you have given notice of such breach to the Lender specifying how to make good such breach; and
  - 10.5 you will not, without the Lender's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Contract.
11. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Lender at [ ] marked for the attention of [ ].

Yours faithfully,

for and on behalf of  
[COMPANY/CHARGOR]

**Acknowledged:**

.....

For and on behalf of

[*Name of contract counterparty*]

EXECUTION PAGES TO THE GUARANTEE AND DEBENTURE

The Chargors

**EXECUTED** as a **DEED** (but not delivered until the date of this Deed) by **ANGLIAN WATER BUSINESS (NATIONAL) LIMITED** acting by

**Stewart Hazon**

Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
4346AEFE419D42E...  
Signature of Director

**Wayne Young**

Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
3E9C0E59E5E74F7...  
Signature of Director

**EXECUTED** as a **DEED** (but not delivered until the date of this Deed) by **WAVE LTD** acting by

**Stewart Hazon**

Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
4346AEFE419D42E...  
Signature of Director

**Wayne Young**

Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
3E9C0E59E5E74F7...  
Signature of Director

**EXECUTED** as a **DEED** (but not delivered until the date of this Deed) by **NWG BUSINESS LIMITED** acting by

**Stewart Hazon**

Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
4346AEFE419D42E...  
Signature of Director

**Wayne Young**


Full Name (Director)

DocuSigned by:  
[Redacted Signature]  
3E9C0E59E5E74F7...  
Signature of Director

**The Lender**

**SIGNED** for and on behalf of  
**NATIONAL WESTMINSTER BANK PLC**

)  
)

DocuSigned by:  
  
51DAA0E1FA514F0...