



Registration of a Charge

Company name: **ASSURED FUTURES LIMITED**

Company number: **03040737**



X45YMEK3

Received for Electronic Filing: **23/04/2015**

Details of Charge

Date of creation: **17/04/2015**

Charge code: **0304 0737 0002**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY TRUSTEE**

Brief description: **INTELLECTUAL PROPERTY - DOMAIN NAMES: A-F-L.CO.UK; A-PLANLIFE.CO.UK; ACADEMYFS.CO.UK; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3040737

Charge code: 0304 0737 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2015 and created by ASSURED FUTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2015 .

Given at Companies House, Cardiff on 24th April 2015

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



Debenture

The companies listed in schedule 1
and

HSBC Corporate Trustee Company (UK) Limited
as Security Agent

Note:

The application of recoveries under this debenture is regulated by the terms of the Intercreditor Agreement

Warning: Title should not be taken over the shares of A-Plan Holdings without consideration of its status as an unlimited company

17 April 2015

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THIS DEED is made on 17 April 2015

BETWEEN:

- (1) **THE COMPANIES** listed in schedule 1 (Charging Companies); and
- (2) HSBC Corporate Trustee Company (UK) Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**"), which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"Assigned Agreements" means the contracts listed as Assigned Agreements in schedule 5 (Assigned Agreements (Contracts)) or listed as Assigned Agreements in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

"Bank Accounts" means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person excluding any Insurance Bank Account;

"Book Debts" means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements);

"Cash Collateral Accounts" means the accounts (if any) listed in part 1 of schedule 4 (Cash Collateral Accounts (Blocked)) or listed as Cash Collateral Accounts in any Security Accession Deed, and any other Bank Account which is a Mandatory Prepayment Account or a Blocked Account or which is designated as a Cash Collateral Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"Charging Companies" means each of the companies listed in schedule 1 (Charging Companies) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Collection Accounts" means the accounts (if any) listed in part 2 of schedule 4 (Collection Accounts (Not Blocked)) or listed as Collection Accounts in any Security Accession Deed, and any other Bank Account or which is designated as a Collection Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28.18 (Acceleration) of the Senior Facilities Agreement;

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

"Equipment" means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in any Security Accession Deed;

"Event of Default" means an Event of Default under the Senior Facilities Agreement;

"Excluded Property" has the meaning given to that term in clause 3.7(a) (Leases Restricting Charging);

"Finance Documents" means the Finance Documents as defined in the Intercreditor Agreement;

"Floating Charge Asset" means an asset charged under clause 3.4 (Floating Charge);

"Hedging Agreements" means a "Hedging Agreement" as defined in the Senior Facilities Agreement;

"Insurance Bank Account" means the account held with Handelsbanken, Seacourt Tower, 7th Floor, West Way, Oxford OX2 DJJ with sort code and account number or any additional or any replacement account in which only cash held on behalf of insurers or policy holders are held and which has been designated as an Insurance Bank Account by the Parent and the Security Agent;

"Insurances" means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those policies (if any) listed in schedule 7 (Insurance Policies) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

"Intercreditor Agreement" has the meaning given to that term in the Senior Facilities Agreement;

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 6 (Intellectual Property) or in any Security Accession Deed;

"Intra-Group Loans" means the loans (if any) listed in schedule 8 (Intra-Group Loans) or in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

"MIPRU Bank Account" means the account of A-Plan Holdings held with National Westminster Bank plc with sort code and account number or any replacement bank account which is designated as the replacement MIPRU Bank Account by the Parent and the Security Agent from time to time;

"MIPRU Requirement Amount" means, for any Financial Year, an amount of cash (in a maximum amount no greater than 2.50 per cent. of the annual income of any Regulated

Entity from its insurance mediation activity (and no other regulated activity) for the prior Financial Year) which the Regulator requires any Regulated Entity to exclude from the Security created by it;

"Obligors" means the Obligors as defined in the Senior Facilities Agreement;

"Obligors' Agent" means the Obligors' Agent under the Senior Facilities Agreement;

"Parent" means the Parent as defined in the Senior Facilities Agreement;

"Primary Creditors" means the Primary Creditors as defined in the Intercreditor Agreement;

"Property" means all freehold, heritable and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in schedule 2 (Property) or in any Security Accession Deed;

"Receiver" means a receiver or receiver and manager in each case appointed under this deed;

"Regulated Entity" means a Charging Company which is authorised by the Regulator to carry out insurance mediation activity and which is required by the Regulator to carve out an amount equal to the MIPRU Requirement Amount from the Security created by it;

"Regulator" means the Financial Conduct Authority, or any replacement body which regulates insurance intermediaries;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

"Secured Obligations" means all the Liabilities (as defined in the Intercreditor Agreement) of any Obligor to any Secured Party except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006 and taking into account the operation of clause 23.11 of the Senior Facilities Agreement;

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Primary Creditors but, in the case of each Primary Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement in the appropriate capacity, pursuant to clause 19.9 (Creditor Accession Undertaking) of the Intercreditor Agreement;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 11 (Form of Security Accession Deed);

"Senior Discharge Date" has the meaning given to that term in the Intercreditor Agreement;

"Senior Facilities Agreement" means the senior facilities agreement dated 9 February 2015 made between among others the Parent and the Security Agent;

"Senior Lenders" means the Senior Lenders as defined in the Intercreditor Agreement; and

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including the shares (if any) listed in schedule 3 (Subsidiary Shares) or in any Security Accession Deed.

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
- (i) words and expressions defined in the Senior Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Senior Facilities Agreement apply equally to the construction of this deed, except that references to the Senior Facilities Agreement will be construed as references to this deed;
 - (iii) any **"Charging Company"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (iv) **"annual income"**, **"insurance mediation activity"** or **"regulated activity"** each shall have the meaning ascribed to them in the Prudential Sourcebook for Mortgage and Home Finance Firms and Insurance Intermediaries;
 - (v) this **"deed"** includes any Security Accession Deed;
 - (vi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
 - (viii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) The terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any

purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 Third Party Rights

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the Finance Documents, each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

3. CHARGING CLAUSE

3.1 Fixed Charges

Each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) Subject to clause 3.7, by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
 - (ii) all Subsidiary Shares;
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Cash Collateral Accounts;
 - (vii) all Intellectual Property;
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and

(C) the Hedging Agreements.

3.2 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) the Insurances; and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the assigned assets to that Charging Company (or as it shall direct).

3.3 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.4 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment).

3.5 Conversion of Floating Charge

- (a) Subject to paragraph (b) below, if:
 - (i) a Declared Default has occurred; or
 - (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
 - (iii) the Security Agent reasonably considers that it is necessary to protect the priority of the security,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (b) The floating charge created under this deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

3.6 Automatic Conversion of Floating Charge

If:

- (a) any Charging Company creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

3.7 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any leasehold property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an **"Excluded Property"**) unless the relevant condition or waiver has been satisfied or obtained.
- (b) Forthwith upon receipt of any relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an **"Excluded Intellectual Property"**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

3.9 Ringfenced Assets

Notwithstanding any term of this deed, no Security shall be created over an Insurance Bank Account or an amount of Cash in the MIPRU Bank Account up to an amount equal to the MIPRU Requirement Amount.

4. FURTHER ASSURANCE

- (a) Subject to the Agreed Security Principles, each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
 - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

5. REPRESENTATIONS AND WARRANTIES

5.1 Matters Represented

Each Charging Company represents and warrants to the Security Agent as set out in clauses 5.2 (Property) to clause 5.4 (Insurance) (inclusive) on each day on which a Repeating Representation (under the Senior Facilities Agreement) is repeated or deemed to be repeated.

5.2 Property

Schedule 2 (Property) identifies all Property except for Excluded Property situated in England and Wales which is beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that Property which materially and adversely affect the value of that Property or its ability to use that Property for the purposes for which it is currently used.

5.3 Subsidiary Shares

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (Subsidiary Shares) (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.

5.4 Insurance

- (a) All premiums and other monies payable in respect of each Insurance have been duly and promptly paid in full.
- (b) Each Insurance is in full force and effect.
- (c) It has not made any false declaration or misstatement in support of obtaining any of the Insurances.
- (d) It has disclosed to the insurers of each Insurance all material facts.

6. UNDERTAKINGS - GENERAL

6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

6.2 Negative Pledge

No Charging Company may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement.

6.3 Disposal Restrictions

No Charging Company may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Senior Facilities Agreement.

6.4 Preservation of Charged Property

- (a) No Charging Company shall do, or permit to be done, anything (including, without limitation the breach of any material covenants or the failure to carry out registrations) which will or could reasonably be expected to, materially adversely affect the Security or the rights of any Secured Party or which otherwise prejudices the Security, created under this Agreement.
- (b) In the event that legal action is necessary to give effect to this covenant, the relevant Charging Company will promptly notify the Security Agent of any intended action which relates to:
 - (i) a claim, the value of which exceeds £100,000; or
 - (ii) any Charged Property which has been assigned by way of security under this deed.

6.5 Documents Relating to Charged Property

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Charging Company will promptly deliver to the Security Agent all documents relating to the Charged Property which the Security Agent from time to time reasonably requires.
- (b) The Security Agent may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Charging Company (or its nominee) before

that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice.

6.6 MIPRU

At the time of delivering a Compliance Certificate (as defined in the Senior Facilities Agreement) pursuant to clause 25.2 (Provision and contents of Compliance Certificate) of the Senior Facilities Agreement, the Parent will notify the Security Agent of the MIPRU Requirement Amount applicable to each of the Regulated Entities at that time. The Parent will also promptly on request from time to time supply the Security Agent with such information it reasonably requires in order to confirm the MIPRU Requirement Amount from time to time. The Security Agent may assume (until notified in writing to the contrary by a certificate signed by two directors of the Parent) that the MIPRU Requirement Amounts are as shown in the latest such Compliance Certificate.

6.7 Power to Remedy

If a Charging Company fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Agent within 10 Business Days of the Security Agent notifying the Obligors' Agent that remedy is required, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

7. PROPERTY

7.1 Maintenance

Each Charging Company will keep in good and substantial repair all of the Property in which it has an interest.

7.2 Inspection

Each Charging Company will permit the Security Agent and any person nominated by the Security Agent to enter into any Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Property and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair.

7.3 Property Acquisitions

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in Property (other than an Excluded Property).

7.4 Leases

Each Charging Company shall:

- (a) comply in all material respects with all covenants and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Property;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to any Property;

- (c) not accept any surrender of any lease of Property in respect of which it is the lessor, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent; and
- (d) give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Property.

7.5 Perfection of Property Security

- (a) Each Charging Company will, promptly following execution of this deed or (if later) acquisition of Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.

- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar 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 ● in favour of ● (as security agent) referred to in the charges register. "

- (c) Subject to the terms of the Senior Facilities Agreement the Senior Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (d) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Charging Company certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

8. INVESTMENTS¹

8.1 Investment Acquisitions

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in an Investment.

8.2 Voting and Distribution Rights

- (a) Until a Declared Default occurs, the relevant Charging Company may:

¹ NOTE: Title should not be taken over the shares of A-Plan Holdings without consideration of its status as an unlimited company

- (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the interests of the Secured Parties under this deed.
- (b) On and after the occurrence of a Declared Default:
- (i) the relevant Charging Company will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account; and
 - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Charging Company will promptly comply with any direction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Charging Company the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.3 Perfection of Investments Security

Each Charging Company will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following a Declared Default and for so long as it is continuing or if the Security Agent reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 14 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or its nominee(s).

8.4 Perfection of Uncertificated Investments Security

Each Charging Company will, in respect of the Uncertificated Investments in which it has an interest:

- (a) as soon as reasonably practicable following the execution of this deed or (if later) acquisition of an Uncertificated Investment, procure that any Uncertificated Investments in which it has an interest are transferred to:

- (i) that Charging Company's Escrow Balance; or
- (ii) (if the Security Agent requires) a CREST account of the Security Agent or its nominee; and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Security Agent (or, if the Security Agent so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance; and

- (b) if required by the Security Agent, as soon as reasonably practicable procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.3 (Perfection of Investments Security).

In this deed:

"CREST" means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being;

"Escrow Balance" means the escrow balance of an account maintained with CREST; and

"Uncertificated Investments" means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001.

9. BOOK DEBTS

9.1 Collection of Book Debts

Each Charging Company will, as agent for the Security Agent, collect all Book Debts due to it and pay the proceeds into a Collection Account.

9.2 Restriction on Dealings

Without prejudice to clause 6.2 (Negative Pledge) and clause 6.3 (Disposal Restrictions) no Charging Company may charge, factor, discount, assign or otherwise transfer any of the Book Debts in favour of any other person, or purport to do so unless permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.

10. BANK ACCOUNTS

10.1 Withdrawals

- (a) No Charging Company may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent.
- (b) Subject to the Agreed Security Principles and the provisions of the Senior Facilities Agreement, until the occurrence of a Declared Default, each Charging Company shall have complete discretion to deal with any Collection Account in the ordinary course of business.
- (c) Following the occurrence of a Declared Default, no Charging Company may withdraw any monies from time to time standing to the credit of any Collection Account without the prior written consent of the Security Agent.

10.2 Perfection of Bank Account Security

Each Charging Company will, within 5 Business Days of the date of this deed or (if later) designation of a Bank Account as a Collection Account or Cash Collateral Account:

- (a) give notice (substantially in the form set out in schedule 10 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account or Cash Collateral Account (each an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service of the notice.

11. INTELLECTUAL PROPERTY

11.1 Intellectual Property Acquisitions

Each Charging Company will promptly notify the Security Agent if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property, which is of material value to its business.

11.2 Perfection of Intellectual Property Security

Each Charging Company appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Charging Company's Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

12. HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS

12.1 Performance and Maintenance of Agreements

Each Charging Company will:

- (a) duly perform all its obligations under the Hedging Agreements and Assigned Agreements;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to the Hedging Agreements and Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Hedging Agreements or Assigned Agreements, except:
 - (i) (in the case of the Hedging Agreements) as permitted by the Intercreditor Agreement;
 - (ii) (in the case of the Assigned Agreements) as permitted by the Senior Facilities Agreement; or
 - (iii) (in either case) with the prior consent of the Security Agent.

12.2 Proceeds of Hedging Agreements

Each Charging Company will collect all amounts payable to it under the Hedging Agreements and deal with those monies subject to any restrictions or requirements contained in the Intercreditor Agreement.

12.3 Proceeds of Assigned Agreements

Each Charging Company will, as agent for the Security Agent, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into:

- (a) such accounts (if any) as are required by the Senior Facilities Agreement; or
- (b) otherwise, a Cash Collateral Account.

12.4 Perfection of Agreements Security

Each Charging Company will, within 5 Business Days of the date of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements)) to the other parties to the Assigned Agreements and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service of the notice.

13. INSURANCES

13.1 Undertakings

Each Charging Company shall ensure that the Insurances in respect of which it is an insured party:

- (a) contain a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against the Security Agent in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party or any circumstances beyond the control of an insured party and a waiver of all rights of subrogation against the Security Agent if the Security Agent is not named as co-insured;
- (b) contain terms providing that they shall not be invalidated so far as the Security Agent is concerned for failure to pay any premium due without the insurer first giving to the Security Agent not less than 14 days' written notice; and
- (c) are endorsed with a copy of the relevant notice of assignment.

13.2 Proceeds of Insurances

Each Charging Company will collect all amounts payable to it under the Insurances and forthwith pay those monies into:

- (a) such accounts as are required by the Senior Facilities Agreement; or

- (b) otherwise, a Cash Collateral Account.

13.3 Perfection of Insurances Security

- (a) Each Charging Company will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):
 - (i) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
 - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent.
- (b) Each Charging Company will, promptly following request by the Security Agent, deposit with the Security Agent (or as it shall direct) all policy documents relating to the Insurances.

14. ATTORNEY

- (a) Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:
 - (i) which that Charging Company is required to do by the terms of any Finance Document; and/or
 - (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law,

and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

- (b) The power given under paragraph (a) may only be exercised at any time after:
 - (i) following the occurrence of a Declared Default; or
 - (ii) if the relevant Charging Company has failed to comply with an obligation within 10 Business Days of being notified of that failure and being required to comply or it becoming aware of the failure to comply.

15. ENFORCEMENT

15.1 Exercise of Enforcement Powers

At any time after a Declared Default has occurred or notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Charging Company:

- (a) the security created by or pursuant to this deed is immediately enforceable;

- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

15.2 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) and (e) below, if:
 - (i) a Declared Default has occurred;
 - (ii) notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Charging Company; or
 - (iii) so requested by the relevant Charging Company,
 the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.

15.3 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) If:
 - (i) a Declared Default has occurred; or
 - (ii) notice demanding payment of any sum which is due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to the Charging Company,
 the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:

- (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
- (ii) the Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

15.4 Restriction on Withdrawal of Dealing Authority

The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 10 (Form of notice to Account Banks) unless and until a Declared Default has occurred or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen.

16. EXTENSION AND VARIATION OF STATUTORY POWERS

16.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

16.2 Section 101 LPA Powers

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

16.3 Powers of Leasing

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

16.4 Restrictions Disapplied

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

17. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

17.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

17.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to

the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 17.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

17.3 Removal of Receiver

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

17.4 Remuneration of Receiver

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

17.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

18. PROTECTION OF THIRD PARTIES

18.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

18.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

19. PROTECTION OF SECURITY AGENT AND RECEIVER

19.1 Role of Security Agent

The provisions set out in clause 32 (Role of the Facility Agent, the Arrangers, the Issuing Bank and Others) of the Senior Facilities Agreement and clause 18 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

19.2 Delegation

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the

power to sub-delegate) as it may think fit. Neither the Security Agent nor any Receiver shall be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

19.3 No Liability

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence or wilful default.

19.4 Possession of Charged Property

Without prejudice to clause 19.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

19.5 Indemnity

- (a) Each Charging Company jointly and severally shall within three Business Days of demand indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (ii) the taking, holding, protection or enforcement of the security constituted by this deed;
 - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by this deed or by law;
 - (iv) any default by any Charging Company in the performance of any of the obligations expressed to be assumed by it in this deed; or
 - (v) acting as Security Agent, Receiver or Delegate (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) Each Charging Company expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 19.5 will not be prejudiced by any release of security or disposal of any Charged Property.
- (c) The Security Agent and every Receiver and Delegate may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 19.5.

20. APPLICATION OF ENFORCEMENT PROCEEDS

20.1 Order of Application

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company.

20.2 Suspense Account

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

21. PROTECTION OF SECURITY

21.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.

21.2 Other Security

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

21.3 Cumulative Powers

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

21.4 Amounts Avoided

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

21.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or other Obligor, or in respect of any security for those obligations or

otherwise) is made by a Secured Party 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 Charging Company under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

21.6 Waiver of Defences

The obligations of each Charging Company under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

21.7 Non-competition

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Agent otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Charging Company's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Charging Company shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 20 (Application of Enforcement Proceeds).

21.8 Release of Right of Contribution

If any Charging Company (a "**Retiring Charging Company**") ceases to be a Charging Company in accordance with the terms of the Finance Documents for the purpose of any

sale or other disposal of that Charging Company, then on the date such Charging Company ceases to be a Charging Company:

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

21.9 Subsequent Security - Ruling-off Accounts

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Senior Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Charging Company to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Obligations.

21.10 Redemption of Prior Charges

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

22. SET-OFF

- (a) After the occurrence of an Event of Default, any Secured Party may set off any matured obligation due from a Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Charging Company is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

23. CHANGES TO PARTIES

23.1 Assignment by the Security Agent

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

23.2 Changes to Parties

Each Charging Company authorises and agrees to changes to parties under clause 29 (Changes to the Lenders) and clause 31 (Changes to the Obligors) of the Senior Facilities Agreement and clause 19 (Changes to the Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

23.3 Consent of Charging Companies

Each Charging Company consents to the accession to this deed of additional Charging Companies and agrees that any such accession will be in no way prejudice the Security granted by it, or affect the covenants given by it, in this deed.

24. CURRENCY

24.1 Conversion

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

24.2 No Discharge

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

25. MISCELLANEOUS

25.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

25.2 Invalidity of any Provision

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

25.3 **Counterparts**

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

25.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

25.5 **Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which is necessary to release, reassign or discharge (as appropriate) the Charged Property from the security constituted by this deed and return all documents of title, transfer documents and other documentation relating to the Charged Property which it holds (or which are being held to its order).

26. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1
Charging Companies

Name	Registered Number
Howardplace1 Limited	06492060
Howardplace2 Limited	06520566
Howardplace3 Limited	06520622
Howardplace4 Limited	06520912
Howardplace5 Limited	06520845
Assured Futures Limited	03040737
A-Plan Holdings	00750484

SCHEDULE 2

Property

Registered Land

Registered Owner	Address	Title reference
A-Plan Holdings	47A Market Street, Bicester OX26 6AJ	ON152158
A-Plan Holdings	89 Duke Street, Chelmsford CM1 1JP	EX831006
A-Plan Holdings	6 Vine Street, Evesham WR11 4RE	HW117963
A-Plan Holdings	59 Eastgate Street, Gloucester GL1 1PN	GR26923
A-Plan Holdings	1543 Stratford Road, Hall Green, Birmingham B28 9JA	WM550218
A-Plan Holdings	44 Northbrook Street, Newbury RG13 1DT	BK212676
A-Plan Holdings	Units 1 and 1A, 90 to 92 Commercial Road, Swindon	WT70649
A-Plan Holdings	Unit 2, 90 to 92 Commercial Road, Swindon	WT70559

Unregistered Land

Owner	Address
A-Plan Holdings	4-6 Cross Street, BASINGSTOKE RG21 7DJ

*Ashurst LLP
on behalf of the
Parties*

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Howardplace1 Limited	Howardplace2 Limited	One ordinary share of GBP 1.00	None
Howardplace2 Limited	Howardplace3 Limited	One ordinary share of GBP 1.00	None
Howardplace3 Limited	Howardplace4 Limited	One ordinary share of GBP 1.00	None
Howardplace4 Limited	Howardplace5 Limited	One ordinary share of GBP 1.00	None
Howardplace5 Limited	A-Plan Holdings	One hundred thousand ordinary shares of GBP 1.00 each	None
Howardplace5 Limited	Assured Futures Limited	Ten thousand ordinary shares of GBP 1.00 each	None
Howardplace5 Limited	A-Plan Limited	One hundred ordinary shares of GBP 1.00 each	None

SCHEDULE 4

Part 1

Cash Collateral Accounts (Blocked)

None.

Part 2

Collection Accounts (Not blocked)

Customers	Account Number	Sort Code	Account Bank
A-Plan Holdings			National Westminster Bank plc acting through the Royal Bank of Scotland plc
A-Plan Holdings			National Westminster Bank plc acting through the Royal Bank of Scotland plc
A-Plan Holdings			National Westminster Bank plc acting through the Royal Bank of Scotland plc
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SCHEDULE 5

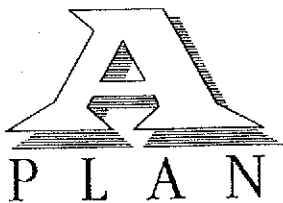


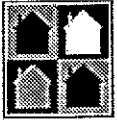
Assigned Agreements (Contracts)








None.

SCHEDULE 6

Intellectual property

Trade Marks

Trade Mark No.	Mark Text	Image	Registered By
UK00002112139	A PLAN		A-Plan Holdings
UK00002406974	A a-plan insurance		A-Plan Holdings
UK00002616529	<ul style="list-style-type: none"> Sheltons Independent Insurance Consultants Sheltons Independent Insurance Consultants 		A-Plan Holdings
UK00002616530	A-PLAN		A-Plan Holdings
UK00002616531	SHELTONS		A-Plan Holdings
UK00002616532	<ul style="list-style-type: none"> WHITE HOUSE WHITE HOUSE 		A-Plan Holdings
UK00002616533	WHITE HOUSE		A-Plan Holdings
UK00002616534	POL-PLAN		A-Plan Holdings

Trade Mark No.	Mark Text	Image	Registered owner
UK00002616535	<ul style="list-style-type: none"> • P pol-plan insurance • P pol-plan insurance 		A-Plan Holdings
UK00002616536	<ul style="list-style-type: none"> • H Home Direct • H Home Direct 		A-Plan Holdings
UK00002616537	<ul style="list-style-type: none"> • M Motor Direct • M Motor Direct 		A-Plan Holdings
UK00002616538	<ul style="list-style-type: none"> • A a-plan making insurance easy • A a-plan making insurance easy 		A-Plan Holdings
UK00002647790	<ul style="list-style-type: none"> • Diversity insurance • Diversity insurance 		A-Plan Holdings
UK00002653152	<ul style="list-style-type: none"> • Family insurance services • Family insurance services 		A-Plan Holdings
UK00002653172	<ul style="list-style-type: none"> • national assurance • national assurance 		A-Plan Holdings

Trade Mark No.	Mark Text	Image	Registered owner
UK00002616522	<ul style="list-style-type: none"> ASSURED FUTURES ASSURED FUTURES 		Assured Futures Limited
UK00002616523	<ul style="list-style-type: none"> afl Assured Futures Limited afl Assured Futures Limited 		Assured Futures Limited
UK00002616902	<ul style="list-style-type: none"> PMIpartners PMIpartners 		Assured Futures Limited

Domain Names

Domain	Registrant
1quote4.co.uk	A-Plan Holdings
1quote4.com	A-Plan Holdings
1quotenow.com	A-Plan Holdings
24-7quote.co.uk	A-Plan Holdings
24-7quote.com	A-Plan Holdings
247quote.co.uk	A-Plan Holdings
247quoting.com	A-Plan Holdings
a-caravan-insurance-direct.co.uk	A-Plan Holdings
a-commercial-insurance-direct.co.uk	A-Plan Holdings
a-home-insurance-plan.co.uk	A-Plan Holdings
a-life-insurance-plan.co.uk	A-Plan Holdings
a-life-insurance-plan.com	A-Plan Holdings
a-plan.co.uk	A-Plan Holdings t/a A-Plan Insurance
a-plan.uk	A-Plan Holdings
a-planinsurance.co.uk	A-Plan Holdings
a-planinsurance.com	A-Plan Holdings
a-planinsurancegroup.co.uk	A-Plan Holdings
a-planinsurancegroup.com	A-Plan Holdings
a-planlaw.co.uk	A-Plan Holdings
a-planlaw.com	A-Plan Holdings
a-planlegal.co.uk	A-Plan Holdings
a-planlegal.com	A-Plan Holdings
a-plantravel.co.uk	A-Plan Holdings
a-plantravel.com	A-Plan Holdings
a-polishplan.co.uk	A-Plan Holdings
a-polishplan.com	A-Plan Holdings
a-polplan.co.uk	A-Plan Holdings
a-polplan.com	A-Plan Holdings
a-polskaplan.co.uk	A-Plan Holdings

a-polskaplan.com	A-Plan Holdings
a-polskiplan.co.uk	A-Plan Holdings
a-polskiplan.com	A-Plan Holdings
a-tools-insurance-direct.co.uk	A-Plan Holdings
aaplan.co.uk	A-Plan Holdings
alternativesoundtracks.com	A-Plan Holdings
aplan.co.uk	A-Plan Holdings
aplan.uk	A-Plan Holdings
aplan.holdings	A-Plan Holdings
aplan.insure	A-Plan Holdings
aplan-insurance-group.co.uk	A-Plan Holdings
aplan-insurance-group.com	A-Plan Holdings
aplan-marine.co.uk	A-Plan Holdings
aplan-marine.com	A-Plan Holdings
aplanabingdon.co.uk	A-Plan Holdings
aplanalton.co.uk	A-Plan Holdings
aplanandover.co.uk	A-Plan Holdings
aplanaylesbury.co.uk	A-Plan Holdings
aplanbanbury.co.uk	A-Plan Holdings
aplanbasingstoke.co.uk	A-Plan Holdings
aplanbath.co.uk	A-Plan Holdings
aplanbeaconsfield.co.uk	A-Plan Holdings
aplanbicester.co.uk	A-Plan Holdings
aplanbletchley.co.uk	A-Plan Holdings
aplanbournemouth.co.uk	A-Plan Holdings
aplanbromsgrove.co.uk	A-Plan Holdings
aplanbusinessinsurance.co.uk	A-Plan Holdings
aplanbusinessinsurance.com	A-Plan Holdings
aplanacarinsurance.co.uk	A-Plan Holdings
aplanacarinsurance.com	A-Plan Holdings
aplancarterton.co.uk	A-Plan Holdings
aplancheltenham.co.uk	A-Plan Holdings
aplancover.co.uk	A-Plan Holdings
aplancover.com	A-Plan Holdings
aplandunstable.co.uk	A-Plan Holdings
aplaneastleigh.co.uk	A-Plan Holdings
aplanepsom.co.uk	A-Plan Holdings
aplanevesham.co.uk	A-Plan Holdings
aplanfarnham.co.uk	A-Plan Holdings
aplangloucester.co.uk	A-Plan Holdings
aplanhallgreen.co.uk	A-Plan Holdings
aplanhemelhempstead.co.uk	A-Plan Holdings
aplanhereford.co.uk	A-Plan Holdings
aplanhighwycombe.co.uk	A-Plan Holdings
aplanhomeinsurance.co.uk	A-Plan Holdings
aplanhomeinsurance.com	A-Plan Holdings
aplaninsurance.co.uk	A-Plan Holdings
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aplaninsurancegroup.co.uk	A-Plan Holdings
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aplaninsure.co.uk	A-Plan Holdings
aplaninsure.com	A-Plan Holdings

aplanlaw.co.uk	A-Plan Holdings
aplanlaw.com	A-Plan Holdings
aplanleamingtonspa.co.uk	A-Plan Holdings
aplanlegal.co.uk	A-Plan Holdings
aplanlegal.com	A-Plan Holdings
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aplanluton.co.uk	A-Plan Holdings
aplanmarine.co.uk	A-Plan Holdings
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aplannewbury.co.uk	A-Plan Holdings
aplanoxford.co.uk	A-Plan Holdings
aplanparkstone.co.uk	A-Plan Holdings
aplanpottersbar.co.uk	A-Plan Holdings
aplanruislip.co.uk	A-Plan Holdings
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aplansouthampton.co.uk	A-Plan Holdings
aplanstalbens.co.uk	A-Plan Holdings
aplansure.co.uk	A-Plan Holdings
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aplanswindon.co.uk	A-Plan Holdings
aplanthatcham.co.uk	A-Plan Holdings
aplantooting.co.uk	A-Plan Holdings
aplantravel.co.uk	A-Plan Holdings
aplantravel.com	A-Plan Holdings
aplanwelwyn.co.uk	A-Plan Holdings
aplanweybridge.co.uk	A-Plan Holdings
aplanwitney.co.uk	A-Plan Holdings
aplanworchester.co.uk	A-Plan Holdings
apln.co.uk	A-Plan Holdings
apln.uk	A-Plan Holdings
assured-law.co.uk	A-Plan Holdings
assured-law.com	A-Plan Holdings
assuredlaw.co.uk	A-Plan Holdings
asure.co.uk	A-Plan Holdings
bestinsuranceadvice.co.uk	A-Plan Holdings
bikeinsuredirect.com	A-Plan Holdings
blackboxvaninsurance.co.uk	A-Plan Holdings
blackboxvaninsurance.com	A-Plan Holdings
busesdirect.co.uk	A-Plan Holdings
business-insurance-direct.co.uk	A-Plan Holdings
businessinsurancedirect.co.uk	A-Plan Holdings
cantgetcover.co.uk	A-Plan Holdings
caravan-quote.co.uk	A-Plan Holdings
caravan-quote.com	A-Plan Holdings
caravan-quotes.co.uk	A-Plan Holdings
caravan-quotes.com	A-Plan Holdings
caravanquote.com	A-Plan Holdings
caravanquotes.co.uk	A-Plan Holdings
caravanquotes.com	A-Plan Holdings
carefuldrivercarinsurance.com	A-Plan Holdings

carinsuredirect.com	A-Plan Holdings
cheaperthana-plan.co.uk	A-Plan Holdings
cheaperthana-plan.com	A-Plan Holdings
cheaperthanaplan.co.uk	A-Plan Holdings
cheaperthanaplan.com	A-Plan Holdings
cheaperthaninsurance.co.uk	A-Plan Holdings
cheaperthaninsurance.com	A-Plan Holdings
cheltenhamlife.co.uk	A-Plan Holdings
cheltenhamlifeinsurancecentre.co.uk	A-Plan Holdings
cidirect.co.uk	A-Plan Holdings
classiccover.co.uk	A-Plan Holdings
classicscover.co.uk	A-Plan Holdings
classicscover.com	A-Plan Holdings
cloud9direct.com	A-Plan Holdings
cloud9insurance.com	A-Plan Holdings
cloud9insure.com	A-Plan Holdings
cloud9quote.com	A-Plan Holdings
cloud9quotes.com	A-Plan Holdings
club50ins.com	A-Plan Holdings
coachesdirect.co.uk	A-Plan Holdings
commercial-vehicle-direct.co.uk	A-Plan Holdings
commercial-vehicle-direct.com	A-Plan Holdings
commercial-vehicles-direct.co.uk	A-Plan Holdings
commercial-vehicles-direct.com	A-Plan Holdings
commercialvansdirect.co.uk	A-Plan Holdings
commercialvansdirect.com	A-Plan Holdings
commercialvehicledirect.co.uk	A-Plan Holdings
commercialvehicledirect.com	A-Plan Holdings
commercialvehiclesdirect.co.uk	A-Plan Holdings
commercialvehiclesdirect.com	A-Plan Holdings
comparetheinternet.co.uk	A-Plan Holdings
comparetheinternet.com	A-Plan Holdings
comparetheweb.co.uk	A-Plan Holdings
competitivecarinsurance.com	A-Plan Holdings
cover-exchange.co.uk	A-Plan Holdings
cover-exchange.com	A-Plan Holdings
coverexchange.co.uk	A-Plan Holdings
coverexchange.com	A-Plan Holdings
cv-insurance.co.uk	A-Plan Holdings
cv-insurance.com	A-Plan Holdings
cvdcommercial.co.uk	A-Plan Holdings
cvinsurance.co.uk	A-Plan Holdings
cycleinsuredirect.com	A-Plan Holdings
denmarkgreenpc.co.uk	A-Plan Holdings
denmarkgreenpc.com	A-Plan Holdings
dieselcarinsurance.co.uk	A-Plan Holdings
dieselinsurance.co.uk	A-Plan Holdings
direct-pl.co.uk	A-Plan Holdings
direct-pl.com	A-Plan Holdings
diversityinsurance.co.uk	A-Plan Holdings
donecomparing.co.uk	A-Plan Holdings
donecomparing.com	A-Plan Holdings

duncomparing.co.uk	A-Plan Holdings
duncomparing.com	A-Plan Holdings
faith-insurance.co.uk	A-Plan Holdings
faith-insurance.com	A-Plan Holdings
faithinsurance.co.uk	A-Plan Holdings
fam-law.co.uk	A-Plan Holdings
first2insure.com	A-Plan Holdings
firstforinsurance.com	A-Plan Holdings
fleetplan.co.uk	A-Plan Holdings
foreignpropertyinsurance.com	A-Plan Holdings
getinsuranceadvice.co.uk	A-Plan Holdings
ghq2.com	A-Plan Holdings
goodinsuranceadvice.com	A-Plan Holdings
great4insurance.com	A-Plan Holdings
grey-import-insurance.co.uk	A-Plan Holdings
grey-import-insurance.com	A-Plan Holdings
greyimportinsurance.co.uk	A-Plan Holdings
greyimportinsurance.com	A-Plan Holdings
haines-insurance.co.uk	A-Plan Holdings
haines-insurance.com	A-Plan Holdings
hainesinsurance.co.uk	A-Plan Holdings
hidirect.co.uk	A-Plan Holdings
homedirect4u.co.uk	A-Plan Holdings
homeinsurance4u.co.uk	A-Plan Holdings
homeinsuredirect.co.uk	A-Plan Holdings
household-direct.co.uk	A-Plan Holdings
householddirect.co.uk	A-Plan Holdings
hurrency.com	A-Plan Holdings
hyde-east.co.uk	A-Plan Holdings
hyde-east.com	A-Plan Holdings
impartialinsuranceadvice.co.uk	A-Plan Holdings
impartialinsuranceadvice.com	A-Plan Holdings
inspop.co.uk	A-Plan Holdings
insurance-pl.co.uk	A-Plan Holdings
insurance-pl.com	A-Plan Holdings
insurancepl.co.uk	A-Plan Holdings
insurancepl.com	A-Plan Holdings
insurancesuperhero.co.uk	A-Plan Holdings
insurancesuperheroes.co.uk	A-Plan Holdings
insurancesuperheroes.com	A-Plan Holdings
insurancesuperheros.co.uk	A-Plan Holdings
insurancesuperheros.com	A-Plan Holdings
insuregalore.co.uk	A-Plan Holdings
insuregalore.com	A-Plan Holdings
insuremodernclassic.co.uk	A-Plan Holdings
insuremodernclassic.com	A-Plan Holdings
insuremodernclassics.co.uk	A-Plan Holdings
insuremodernclassics.com	A-Plan Holdings
insurewomen.co.uk	A-Plan Holdings
justladies.co.uk	A-Plan Holdings
key2insure.com	A-Plan Holdings
kwote.co.uk	A-Plan Holdings

ladyinsurer.co.uk	A-Plan Holdings
ladyinsurer.com	A-Plan Holdings
lethomeinsurance.com	A-Plan Holdings
liability-insurance-4u.co.uk	A-Plan Holdings
liability-insurance-4u.com	A-Plan Holdings
liabilityinsurance4u.co.uk	A-Plan Holdings
liggle.co.uk	A-Plan Holdings
liggle.com	A-Plan Holdings
makinginsuranc easy.co.uk	A-Plan Holdings
makinginsuranc easy.com	A-Plan Holdings
makinginsuranc e easy.co.uk	A-Plan Holdings
makinginsuranc e easy.com	A-Plan Holdings
mgf-insurance.co.uk	A-Plan Holdings
mgf-insurance.com	A-Plan Holdings
mgfinsurance.com	A-Plan Holdings
minibusplan.com	A-Plan Holdings
mobilitycover.co.uk	A-Plan Holdings
mobilitycover.com	A-Plan Holdings
mobilityprotect.co.uk	A-Plan Holdings
mobilityprotect.com	A-Plan Holdings
modernclassicclub.co.uk	A-Plan Holdings
modernclassicclub.com	A-Plan Holdings
modernclassiccover.co.uk	A-Plan Holdings
modernclassiccover.com	A-Plan Holdings
modernclassicinsurance.co.uk	A-Plan Holdings
modernclassicinsurance.com	A-Plan Holdings
modernclassicsclub.co.uk	A-Plan Holdings
modernclassicsclub.com	A-Plan Holdings
modernclassicscover.co.uk	A-Plan Holdings
modernclassicscover.com	A-Plan Holdings
modernclassicsinsurance.co.uk	A-Plan Holdings
modernclassicsinsurance.com	A-Plan Holdings
mooso.co.uk	A-Plan Holdings
moosoo.co.uk	A-Plan Holdings
motor-direct.co.uk	A-Plan Holdings
motorandhouseholddirect.co.uk	A-Plan Holdings
motorandhouseholddirect.com	A-Plan Holdings
motordirect.co.uk	A-Plan Insurance Group
mountainbikeriderinsurance.com	A-Plan Holdings
mx5-insurance.co.uk	A-Plan Holdings
mx5-insurance.com	A-Plan Holdings
my-plan.co.uk	A-Plan Holdings
not4blokes.co.uk	A-Plan Holdings
not4blokes.com	A-Plan Holdings
notforblokes.co.uk	A-Plan Holdings
notforblokes.com	A-Plan Holdings
offline-quote.co.uk	A-Plan Holdings
offline-quote.com	A-Plan Holdings
offline-quotes.co.uk	A-Plan Holdings
offline-quotes.com	A-Plan Holdings
offlinequote.co.uk	A-Plan Holdings
offlinequote.com	A-Plan Holdings

offlinequotes.co.uk	A-Plan Holdings
offlinequotes.com	A-Plan Holdings
over50carinsurance.com	A-Plan Holdings
oxone.co.uk	A-Plan Holdings
personal-insurance-partners.co.uk	A-Plan Holdings
personal-insurance-partners.com	A-Plan Holdings
personalinsurancepartners.co.uk	A-Plan Holdings
personalinsurancepartners.com	A-Plan Holdings
pl-direct.co.uk	A-Plan Holdings
pl-direct.com	A-Plan Holdings
pl-insurance.co.uk	A-Plan Holdings
pl-insurancedirect.co.uk	A-Plan Holdings
pl-insurancedirect.com	A-Plan Holdings
planpl.co.uk	A-Plan Holdings
planpl.com	A-Plan Holdings
plplan-direct.co.uk	A-Plan Holdings
plplan-direct.com	A-Plan Holdings
plplan-insurancedirect.co.uk	A-Plan Holdings
plplan-insurancedirect.com	A-Plan Holdings
plplan.co.uk	A-Plan Holdings
pol-insurance.co.uk	A-Plan Holdings
pol-insurance.com	A-Plan Holdings
pol-insurancedirect.co.uk	A-Plan Holdings
pol-insurancedirect.com	A-Plan Holdings
pol-plan.co.uk	A-Plan Holdings
poland-insurance.co.uk	A-Plan Holdings
poland-insurancedirect.co.uk	A-Plan Holdings
poland-insurancedirect.com	A-Plan Holdings
polandinsurance.co.uk	A-Plan Holdings
polandplan-direct.co.uk	A-Plan Holdings
polandplan-direct.com	A-Plan Holdings
polandplan.co.uk	A-Plan Holdings
polandplan.com	A-Plan Holdings
pole-direct.co.uk	A-Plan Holdings
pole-direct.com	A-Plan Holdings
pole-insurance.co.uk	A-Plan Holdings
pole-insurance.com	A-Plan Holdings
pole-insurancedirect.co.uk	A-Plan Holdings
pole-insurancedirect.com	A-Plan Holdings
pole-plan.co.uk	A-Plan Holdings
pole-plan.com	A-Plan Holdings
poleinsurance.co.uk	A-Plan Holdings
poleinsurance.com	A-Plan Holdings
poleinsurancedirect.co.uk	A-Plan Holdings
poleinsurancedirect.com	A-Plan Holdings
poleplan.co.uk	A-Plan Holdings
poleplan.com	A-Plan Holdings
polinsurance.co.uk	A-Plan Holdings
polinsurance.com	A-Plan Holdings
polish-insurance.co.uk	A-Plan Holdings
polish-insurance.com	A-Plan Holdings
polish-insurancedirect.co.uk	A-Plan Holdings

polish-insurancedirect.com	A-Plan Holdings
polish-plan.co.uk	A-Plan Holdings
polish-plan.com	A-Plan Holdings
polishdirect.co.uk	A-Plan Holdings
polishinsurance-direct.co.uk	A-Plan Holdings
polishinsurance-direct.com	A-Plan Holdings
polishplan-direct.co.uk	A-Plan Holdings
polishplan-direct.com	A-Plan Holdings
polishplan.co.uk	A-Plan Holdings
polishplan.com	A-Plan Holdings
poliska-insurance.co.uk	A-Plan Holdings
poliska-insurance.com	A-Plan Holdings
polplan-direct.co.uk	A-Plan Holdings
polplan-direct.com	A-Plan Holdings
polplan.co.uk	A-Plan Holdings
polplan.com	A-Plan Holdings
polplan.insure	A-Plan Holdings
polplandirect.co.uk	A-Plan Holdings
polplandirect.com	A-Plan Holdings
polplaninsurancedirect.co.uk	A-Plan Holdings
polplaninsurancedirect.com	A-Plan Holdings
polska-insurance.co.uk	A-Plan Holdings
polska-insurance.com	A-Plan Holdings
polska-insurancedirect.co.uk	A-Plan Holdings
polska-insurancedirect.com	A-Plan Holdings
polska-plan.co.uk	A-Plan Holdings
polska-plan.com	A-Plan Holdings
polskainsurance.co.uk	A-Plan Holdings
polskainsurance.com	A-Plan Holdings
polskainsurancedirect.co.uk	A-Plan Holdings
polskainsurancedirect.com	A-Plan Holdings
polskaplan-direct.co.uk	A-Plan Holdings
polskaplan-direct.com	A-Plan Holdings
polskaplan.co.uk	A-Plan Holdings
polskaplan.com	A-Plan Holdings
polskaplandirect.co.uk	A-Plan Holdings
polskaplandirect.com	A-Plan Holdings
polski-insurance.co.uk	A-Plan Holdings
polski-insurance.com	A-Plan Holdings
polski-insurancedirect.co.uk	A-Plan Holdings
polski-insurancedirect.com	A-Plan Holdings
polski-plan.co.uk	A-Plan Holdings
polski-plan.com	A-Plan Holdings
polskiinsurance.co.uk	A-Plan Holdings
polskiinsurance.com	A-Plan Holdings
polskiinsurancedirect.co.uk	A-Plan Holdings
polskiinsurancedirect.com	A-Plan Holdings
polskiplan-direct.co.uk	A-Plan Holdings
polskiplan-direct.com	A-Plan Holdings
polskiplan.co.uk	A-Plan Holdings
polskiplan.com	A-Plan Holdings
polskiplandirect.co.uk	A-Plan Holdings

polskiplandirect.com	A-Plan Holdings
premiums2please.com	A-Plan Holdings
premiumsaverdirect.co.uk	A-Plan Holdings
premiumsavingsexpert.co.uk	A-Plan Holdings
premiumsavingsexpert.com	A-Plan Holdings
premiumsavingsexperts.co.uk	A-Plan Holdings
premiumsavingsexperts.com	A-Plan Holdings
prestigehomeinsurance.com	A-Plan Holdings
quotechallenge.co.uk	A-Plan Holdings
quotechallenge.com	A-Plan Holdings
quote.expert	A-Plan Holdings
quotehog.co.uk	A-Plan Holdings
quotehog.com	A-Plan Holdings
quotepop.co.uk	A-Plan Holdings
quotepop.com	A-Plan Holdings
really-greedy.co.uk	A-Plan Holdings
really-greedy.com	A-Plan Holdings
reallygreedy.co.uk	A-Plan Holdings
reallygreedy.com	A-Plan Holdings
sheltons.co.uk	A-Plan Holdings
silvervanman.co.uk	A-Plan Holdings
silvervanmaninsurance.co.uk	A-Plan Holdings
soundinsuranceadvice.co.uk	A-Plan Holdings
subsidencehomeinsurance.com	A-Plan Holdings
tdinsurance.co.uk	A-Plan Holdings
tempcompare.co.uk	A-Plan Holdings
tempcompare.com	A-Plan Holdings
tempcovercompare.co.uk	A-Plan Holdings
tempcovercompare.com	A-Plan Holdings
thatchedhomeinsurance.com	A-Plan Holdings
the-insurance-shop.co.uk	A-Plan Holdings
the-insurance-shop.com	A-Plan Holdings
theinsuranceshop.co.uk	A-Plan Holdings
thelifeinsurancecentre.co.uk	A-Plan Holdings
travel-insurance-direct.co.uk	A-Plan Holdings
ukinsurer.com	A-Plan Holdings
unoccupiedhomeinsurance.com	A-Plan Holdings
valentines.co.uk	A-Plan Holdings
valentinesinsurance.co.uk	A-Plan Holdings
vaninsurance4u.co.uk	A-Plan Holdings
vaninsurancedirect.co.uk	A-Plan Holdings
vaninsurancedirect.com	A-Plan Holdings
vaninsuredirect.co.uk	A-Plan Holdings
vidirect.co.uk	A-Plan Holdings
white-house.co.uk	A-Plan Holdings
whitehouseinsurance.co.uk	A-Plan Holdings
wikibike.com	A-Plan Holdings
yes2insurance.com	A-Plan Holdings
yes2insure.com	A-Plan Holdings
yesquotedirect.com	A-Plan Holdings
a-f-l.co.uk	Assured Futures Limited
a-planlife.co.uk	Assured Futures Limited

academyfs.co.uk	Assured Futures Limited
aplanhealthcare.co.uk	Assured Futures Limited
aplanmortgages.co.uk	Assured Futures Limited
assuranceplus.co.uk	Assured Futures Limited
assure365.co.uk	Assured Futures Limited
assure365.com	Assured Futures Limited
assured-futures.co.uk	Assured Futures Limited
assured-futures.com	Assured Futures Limited
assuredfutures.co.uk	A-Plan Insurance Group
assuredfutures.com	Assured Futures Limited
assuredfutures.insure	Assured Futures Limited
assuredfutures.uk	Assured Futures Limited
asucompare.co.uk	Assured Futures Limited
asucompare.com	Assured Futures Limited
coverquest.co.uk	Assured Futures Limited
family-ib.co.uk	Assured Futures Limited
family-ib.com	Assured Futures Limited
family-is.co.uk	Assured Futures Limited
familyib.co.uk	Assured Futures Limited
familyib.com	Assured Futures Limited
familyins.co.uk	Assured Futures Limited
familyinsurancebroker.co.uk	Assured Futures Limited
familyinsurancebrokers.co.uk	Assured Futures Limited
familyinsurancebrokers.com	Assured Futures Limited
familyinsuranceservices.co.uk	Assured Futures Limited
familyinsured.co.uk	Assured Futures Limited
familyis.co.uk	Assured Futures Limited
familyis.uk	Assured Futures Limited
getmeinsured.co.uk	Assured Futures Limited
insure-box.co.uk	Assured Futures Limited
lifesaver-online.co.uk	Assured Futures Limited
lifesaveronline.co.uk	Assured Futures Limited
lifesaveronline.com	Assured Futures Limited
myinsurancebox.co.uk	Assured Futures Limited
nationalassurance.co.uk	Assured Futures Limited
nationalassurance.uk	Assured Futures Limited
pmipartners.co.uk	Assured Futures Limited
pmipartners.uk	Assured Futures Limited
pmipartners4me.co.uk	Assured Futures Limited
pmipartners4me.com	Assured Futures Limited

SCHEDULE 7

Insurance

Insured	Type of Insurance	Insurer	Policy Year End	Policy Number
Howardplace1 Limited	Management Liability Policy	Axa Insurance UK plc	07/05/2015	RG MLP 6835843
A-Plan Holdings	Professional Indemnity Insurance	Aspen Insurance UK Limited	20/08/2015	UKA4CEA140PH
Assured Futures Ltd	Professional Indemnity Insurance	Aspen Insurance UK Limited	20/08/2015	UKA4CED140PH
A-Plan Holdings	Excess Layer Professional Indemnity Insurance Policy	Griffiths & Armour (acting as broker for Barbican and Channel)	20/08/2015	NS140427P
A-Plan Holdings	Excess Layer Professional Indemnity Insurance Policy	Griffiths & Armour (acting as broker for QBE)	20/08/2015	NS140426P
A-Plan Holdings (trading as A-Plan Insurance Group)	Employers Liability Insurance	UK Insurance Limited (as underwriters for NIG)	29/02/2015	LTV3905162
	Traders Combined	UK Insurance Limited (as underwriters for NIG)	29/02/2015	003905162
	Terrorism Endorsement	UK Insurance Limited (as underwriters for NIG)	29/03/2015	LTV/003905162
A-Plan Holdings and Assured Futures Ltd	Motor Insurance (Fleet)	Aviva Insurance Limited	29/02/2016	47FLW7223111
A-Plan Holdings	Motor Insurance (YN63UBL)	Zurich Insurance plc.	25/07/2015	107/9P02/LU805973/6
A-Plan Holdings (trading as A-Plan Insurance)	Motor Insurance (P410ECE)	Markerstudy Insurance Company Limited	15/02/2016	SC/0397/1509895
A-Plan Holdings	Motor Insurance (OY13ZHO)	Highway Insurance Co. Ltd	01/07/2015	7210980290
A-Plan Holdings (trading as A Plan Insurance Group)	Motor Insurance (OE60LTY)	Chaucer Insurance	16/07/2015	UKCAR7262153

SCHEDULE 8

Intra-group Loan

None.

SCHEDULE 9

Forms of notice to counterparties

Part 1

Form of notice to counterparties of Assigned Agreements/Hedging Agreements

To: *[insert name and address of counterparty]*

Dated: ●

Dear Sirs

Re: *[here identify the relevant Assigned Agreement/Hedging Agreement]* (the "Agreement")

We notify you that *[insert name of Charging Company]* (the "Charging Company") has assigned to *[insert name of Security Agent]* (the "Security Agent") for the benefit of itself and certain other parties (the "Secured Parties") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Secured Parties.

We further notify you that:

1. the Charging Company may not amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Charging Company has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....
Name:
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Charging Company]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
Name:
for and on behalf of
[insert name of Counterparty]

Dated: ●

Part 2

Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Dear Sirs

Re: **[here identify the relevant insurance policy(ies)] (the "Policies")**

We notify you that **[insert name of Charging Company]** (the "**Charging Company**") has assigned to **[insert name of Security Agent]** (the "**Security Agent**") for the benefit of itself and certain other parties (the "**Secured Parties**") all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Charging Company and others to the Secured Parties. The Charging Company remains the insured person under the Policies.

We further notify you that:

1. the Charging Company may not amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have noted the Security Agent's interest as first mortgagee on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (e) you have not received notice that the Charging Company has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
Name:

for and on behalf of

[insert name of Charging Company]

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
Name:

for and on behalf of

[insert name of insurance company]

Dated: ●

SCHEDULE 10

Form of notice to Account Banks

To: [insert name and address of Account Bank] (the "Account Bank")

Dated: ●

Dear Sirs

Re: The ● Group of Companies - Security over Bank Accounts

We notify you that the companies identified in the schedule to this notice (together with [the Parent], the "Customers") have charged in favour of [insert name of Security Agent] (the "Security Agent") for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:

- (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.

2. We also advise you that:

- (a) the Security Agent will have sole signing rights to the Blocked Accounts and therefore the Customers may not withdraw any monies from the Charged Accounts designated as "Blocked" in the schedule below without first having obtained the prior written consent of the Security Agent;
- (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
- (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Parent) by way of your confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code	Status
●	●	●	[Blocked][Not blocked]

Yours faithfully,

.....
Name:

for and on behalf of
[Insert name of Obligors' Agent]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
Name:

for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: **[Insert name and address of Security Agent]**

Copy to: **[Insert name of "topco" Charging Company]** (on behalf of all the
Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to
(d) above.

.....
Name:

for and on behalf of
[Insert name of Account Bank]

Dated: ●

SCHEDULE 11

Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY
CONSIDER OTHER NECESSARY FILINGS]**

THIS SECURITY ACCESSION DEED is made on ●

BETWEEN:

- (1) ● (a company incorporated in [●] with registered number ●) (the **"New Charging Company"**);
- (2) ● (a company incorporated in [●] with registered number ●) (the **"Obligors' Agent"**) for itself and as agent for and on behalf of each of the existing Charging Companies; and
- (3) ● as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

RECITAL:

This deed is supplemental to a debenture dated ● between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the **"Debenture"**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

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

2.2 Covenant to Pay

Subject to any limits on its liability specifically recorded in the Finance Documents, the New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

The New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right,

title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
 - (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
 - (iii) all Investments (other than the Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Cash Collateral Accounts (including as specified in schedule 3 (Cash Collateral Accounts (Blocked)));
 - (vii) all Intellectual Property (including as specified in schedule 4 (Intellectual Property));
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, the New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 6 (Insurance Policies)); and
- (c) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the assigned assets to the New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each

relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, the New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights but excluding any Insurance Bank Account.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

The New Charging Company confirms that its address details for notices in relation to clause [37] (Notices) of the Senior Facilities Agreement are as follows:

Address: ●

Facsimile: ●

Attention: ●

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Property

SCHEDULE 2

Subsidiary Shares

SCHEDULE 3

Cash Collateral Accounts (Blocked)

Collection Accounts (Not blocked)

SCHEDULE 4

Intellectual Property

SCHEDULE 5

Assigned Agreements

SCHEDULE 6

Insurance Policies

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by [*insert name in
bold and upper case*]:)
)
)
)

Director
Name:

Director/Secretary
Name:

OR

Executed as a deed by)
[*insert name of company in bold and
upper case*]:)
)
)

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address:

Facsimile:

Attention:

The Security Agent

Signed for and on behalf of [*insert
name of Security Agent in bold and
upper case*]:

)
)
)
)

.....
Name:

Notice Details

Address:

Facsimile:
Attention:

SIGNATORIES TO DEBENTURE

Charging Companies

Executed as a deed by **HOWARDPLACE1
LIMITED** acting by

_____:

)
) **ANDREW GALBRAITH**
)
)

Signature of director

Signature of witness

Name of witness

MOHAMMED ZAHED

Address of witness

Occupation of witness

Notice Details

Address: **HOWARDPLACE1 LIMITED**

**2 DES ROCHEs SQUARE, WITNEY, OXFORDSHIRE, ENGLAND
OX28 4LE**

Facsimile: **+44 1993 700201**

Attention: **ANDY GALBRAITH**

Executed as a deed by HOWARDPLACE2
LIMITED acting by

ANDREW GALBRAITH

Signature of director

Signature of witness

Name of witness

MOHAMMED ZAHED

Address of witness

Occupation of witness

Notice Details

Address: HOWARDPLACE 2 LIMITED

2 DES ROCHEs SQUARE, WITNEY, OXFORDSHIRE, ENGLAND

OX28 4LE

Facsimile: + 44 1993 700201

Attention: ANDY GALBRAITH

Executed as a deed by HOWARDPLACES
LIMITED acting by

)
) ANDREW GALBRAITH
)
)

Signature of director

Signature of witness

Name of witness

MUHAMMAD ZAHED

Address of witness

Occupation of witness

Notice Details

Address: HOWARDPLACES LIMITED
2 DES ROCHES SQUARE, WITNEY, OXFORDSHIRE, ENGLAND
OX18 4LE
Facsimile: +44 1993 700201
Attention: ANDY GALBRAITH

Executed as a deed by HOWARDPLACE4
LIMITED acting by

) ANDREW GALBRAITH
)
)
)

Signature of director

Signature of witness

Name of witness

ANDREW GALBRAITH

Address of witness

Occupation of witness

Notice Details

Address: HOWARDPLACE4 LIMITED
2 DES ROCHES SQUARE, WITNEY, OXFORDSHIRE, ENGLAND
OX28 4LE
Facsimile: +44 1993 700201
Attention: ANDY GALBRAITH

Executed as a deed by HOWARD PLACES
LIMITED acting by

)
) ANDREW GALBRAITH
)
)

Signature of director

Signature of witness

Name of witness

MOHAMMED ZAHED

Address of witness

Occupation of witness

Notice Details

Address: HOWARD PLACE 5 LIMITED
2 DES ROCHE SQUARE, WITNEY, OXFORDSHIRE, ENGLAND
OX20 4LE

Facsimile: +44 1995 700201

Attention: ANDY GALBRAITH

Executed as a deed by ASSURED FUTURES
LIMITED acting by

)
) ANDREW GALBRAITH
)
)

Signature of director

Signature of witness

Name of witness

MUHAMMAD ZAHED

Address of witness

Occupation of witness

Notice Details

Address: ASSURED FUTURES LIMITED
2 DES ROCHES SQUARE, WITNEY, OXFORDSHIRE, ENGLAND
OX28 4LE
Facsimile: +44 1993 700201
Attention: ANDY GALBRAITH

ANDREW GARBRATH

1999-2000

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MOHAMMED ZAFER

Abstract

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Name: _____

Name: _____

Name: _____

Executed as a deed by A-PLAN HOLDINGS
acting by

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address:

Facsimile:

Attention:

Security Agent

Signed for and on behalf of HSBC
Corporate Trustee Company (UK)
Limited;

Name: *Françoise Riviere*
Authorized Signatory

Notice Details

Address:

HSBC Corporate Trustee Company (UK) Limited Corporate Trust & Loan Agency
8 Canada Square
London E14 5HQ
United Kingdom

Facsimile: +44 (0) 20 7991 4350

Attention: CTA Trustee Services Administration

Witness

WITNESS
NAME

James McComb

WITNESS
ADDRESS

HSBC Bank plc
8 Canada Square
London
E14 5HQ