



Registration of a Charge

Company name: **BROOKSON LIMITED**

Company number: **03128631**

Received for Electronic Filing: **19/12/2014**



X3N33PG2

Details of Charge

Date of creation: **18/12/2014**

Charge code: **0312 8631 0006**

Persons entitled: **RCAF VI MALLARD FINANCE LIMITED (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3128631

Charge code: 0312 8631 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2014 and created by BROOKSON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2014 .

Given at Companies House, Cardiff on 19th December 2014

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



Companies House



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

DATED 18 December 2014

(1) THE CHARGORS named herein
(as Chargors)

(2) RCAF VI MALLARD FINANCE LIMITED
(as Security Trustee)

GUARANTEE AND DEBENTURE

This Deed is subject to the terms of the Intercreditor Deed (as such term is defined herein)



Pinsent Masons

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THIS DEED is made on 18 December 2014

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out as in Schedule 2 (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor** and together the "**Chargors**"); and
- (2) **RCAF VI MALLARD FINANCE LIMITED** a limited company registered in England and Wales (No. 09342863) whose registered office is at C/O Riverside Europe Partners LLP, St Martin's Courtyard, 17 Slingsby Place, 5th Floor, London, United Kingdom WC2E 9AB as security trustee for the Noteholders (the "**Security Trustee**").

THIS DEED WITNESSES as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed:-

"Account"	means any account opened or maintained by any Chargor at any bank or financial institution
"Charged Property"	means all the property, assets and undertaking of any Chargor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Security Trustee by or pursuant to this Deed
"Deed of Accession"	means a deed substantially in the form of Schedule 3 (<i>Deed of Accession</i>) executed, or to be executed, by a person becoming a Chargor
"Default Rate"	means the rate of 4% above the rate of interest charged on the A Loan Notes (as defined in the Security Trust Deed)
"Enforcement Action"	means:- <ol style="list-style-type: none">(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand(b) the taking of any steps to enforce or require the enforcement of this Deed (including the crystallisation of any floating charge)(c) the making of any demand against any Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities(d) the exercise of any right of set-off against any Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with any Chargor's clearing bank(e) the suing for, commencing or joining of any legal or arbitration proceedings against any Chargor to

recover any Secured Liabilities; or

- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to any Chargor

"Enforcement Date" means the date on which the Security Trustee first takes Enforcement Action

"Event of Default" has the meaning given to that term in the Security Trust Deed

"Fixed Plant and Equipment" means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

"Insurances" means, in relation to each Chargor, any policy of insurance or assurance in which such Chargor has an interest and all claims and rebates of premium under any such policy or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to this Deed

"Intellectual Property" means any of the following in which any Chargor has an interest, or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to this Deed:-

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;
- (b) any invention, copyright, design right or performance right;
- (c) any trade secrets, know-how and confidential information; and
- (d) the benefit of any agreement or licence for the use of any such right

"Intercreditor Deed" means the intercreditor deed entered into on or around the date of this Deed and made between, inter alia, the Chargors, the Security Trustee and AIB Group (UK) p.l.c

"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loan Note Documents"	has the meaning given to that term in the Security Trust Deed
"Loose Plant and Equipment"	means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Monetary Claims"	means, in relation to each Chargor, all book and other debts and monetary claims now or in the future owing to such Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Noteholders"	has the meaning given to that term in the Security Trust Deed
"Notice of Charge"	means a notice of charge in such form as may be specified by the Security Trustee
"Parent"	means RCAF VI Mallard Holdings Limited
"Party"	means a party to this Deed
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	means in relation to any Charged Property:- <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property; (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and (d) any moneys and proceeds paid or payable in respect of that Charged Property

"Secured Liability"	means any liability to be expressed to be due, owing or payable by the Chargors to the Security Trustee and the Noteholders (or any of them) under or in connection with any of the Loan Note Documents (in each case, whether alone or jointly, or jointly or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Security Trustee or any Noteholder under any Loan Note Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any other jurisdiction (together, the "Secured Liabilities")
"Securities"	means, in relation to each Chargor, all the right, title and interest of such Chargor, now or in the future, in any:- <ul style="list-style-type: none"> (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person; (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and (c) units or other interests in any unit trust or collective investment scheme
"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and
"Security Trust Deed"	means the security trust deed dated on or about the date of this Deed between the Chargors, the Noteholders and the Security Trustee.

1.2 Interpretation

In this Deed, unless the context otherwise requires:-

- 1.2.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.2.2 the term **"assets"** includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.2.3 references to a **"guarantee"** include an indemnity or any other form of surety;
- 1.2.4 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.2.5 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;

- 1.2.6 references to persons include bodies corporate, unincorporated associations and partnerships; and
- 1.2.7 words and phrases defined in the Companies Act 2006 have the same meanings in this Deed but the word "**company**" includes any body corporate.

1.3 Statutes and headings

In this Deed:-

- 1.3.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.3.2 headings are for reference purposes only and shall not affect the construction of anything in this Deed.

1.4 Clauses and Schedules

In this Deed references to "**Clauses**" are to the clauses or sub-clauses of this Deed and references to "**Schedules**" are to the schedules to this Deed. The Schedules shall be treated as an integral part of this Deed and references to this Deed shall include the Schedules.

1.5 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Trustee.

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Secured Liabilities

Each Chargor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full unqualified indemnity basis, which may be incurred by the Security Trustee or the Noteholders in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.2 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:-

- 2.2.1 guarantees to the Security Trustee and the Noteholders punctual performance by each other Chargor of all that Chargor's obligations under the Loan Note Documents;
- 2.2.2 undertakes with the Security Trustee that, whenever another Chargor does not pay any amount when due under or in connection with any Loan Note Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- 2.2.3 agrees with the Security Trustee that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Trustee immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Loan Note Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.3 Continuing Guarantee

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

2.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Trustee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.5 Waiver of defences

The obligations of each Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or the Security Trustee) including:-

- 2.5.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 2.5.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 2.5.3 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 Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- 2.5.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- 2.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Loan Note Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Note Document or other document or security;
- 2.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Note Document or any other document or security; or
- 2.5.7 any insolvency or similar proceedings.

2.6 Chargor Intent

Without prejudice to the generality of Clause 2.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Note Documents and/or any facility or amount made available under any of the Loan Note Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making new facilities available to the Chargors; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.7 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2. This waiver applies irrespective of any law or any provision of a Loan Note Document to the contrary.

2.8 Appropriations

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

- 2.8.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Security Trustee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 2.8.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

2.9 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Loan Note Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Loan

Note Documents or by reason of any amount being payable, or liability arising, under this Clause 2:-

- 2.9.1 to be indemnified by a Chargor;
- 2.9.2 to claim any contribution from any other guarantor of any Chargor's obligations under the Loan Note Documents;
- 2.9.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under the Loan Note Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Note Documents by the Security Trustee;
- 2.9.4 to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.2 (*Guarantee and Indemnity*);
- 2.9.5 to exercise any right of set-off against any Chargor; and/or
- 2.9.6 to claim or prove as a creditor of any Chargor in competition with the Security Trustee.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Trustee by the Chargors under or in connection with the Loan Note Documents to be repaid in full on trust for the Security Trustee and shall promptly pay or transfer the same to the Security Trustee as the Security Trustee may direct for application in accordance with the terms of the Security Trust Deed.

2.10 **Release of Chargors' right of contribution**

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

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

2.11 **Additional security**

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

2.12 **Guarantee Limitations**

- 2.13 This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006.

2.14 Interest

Each Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate.

2.15 Guarantee binding

Each Chargor agrees to be bound by the guarantee contained in Clause 2.2, even if any other Company which was intended to execute this Deed may not do so or may not be effectually bound.

2.16 Demands

The making of one demand under this Deed will not preclude the Security Trustee making any further demands.

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment or discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Trustee all its right, title and interest from time to time in each of the following assets:-

3.1.1 by way of legal mortgage all Land which is described in Schedule 1 (if any) or in Schedule 1 to any Deed of Accession by which a Chargor becomes party to this Deed and all other Land now vested in such Chargor;

3.1.2 by way of fixed charge all other Land now vested in such Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by such Chargor after the date of this Deed;

3.1.3 by way of fixed charge:-

- (a) the Securities;
- (b) the Intellectual Property;
- (c) the Monetary Claims;
- (d) the Fixed Plant and Equipment;
- (e) the Loose Plant and Equipment;
- (f) the Accounts;
- (g) the Insurances;
- (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
- (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges by way of floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Deed, including, without limitation, any heritable property of such Chargor situated in Scotland.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, such Chargor shall hold it on trust for the Security Trustee.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 the Enforcement Date has occurred; or
- 4.1.2 the Security Trustee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Security Trustee considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Deed.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 any Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Loan Note Documents) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:-

- 4.3.1 the obtaining of a moratorium; or
- 4.3.2 anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986.

5. PERFECTION OF SECURITY

5.1 Notices of Charge

Each Chargor shall deliver to the Security Trustee (or procure delivery of) Notices of Charge duly executed by, or on behalf of, such Chargor:-

- 5.1.1 in respect of the Insurances, on the date of this Deed and promptly upon purchasing any further Insurance after the date of this Deed;
- 5.1.2 in respect of each Account, on the date of this Deed and promptly upon the opening of any further Account after the date of this Deed; and
- 5.1.3 in respect of any other asset which is the subject of a charge pursuant to Clause 3.1.3, promptly upon the request of the Security Trustee from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge is addressed.

5.2 Delivery of Documents of Title

Each Chargor shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof), deposit with the Security Trustee and the Security Trustee during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and the Insurances. In the case of the Securities, each Chargor shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by such Chargor) as the Security Trustee may request.

5.3 Application to the Land Registry

Each Chargor and the Security Trustee apply to the Land Registry for the following to be entered into on the registered title to any Land now or in the future owned by such Chargor:-

- 5.3.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date]* in favour of RCAF VI Mallard Finance Limited (as security trustee) referred to in the charges register, or if appropriate, signed on such proprietor's behalf by an authorised signatory of RCAF VI Mallard Finance Limited (as security trustee)"(Form P); and

- 5.3.2 a notice that the Security Trustee is under an obligation to make further advances on the terms and subject to the conditions of the Loan Note Documents and the security created by the charge dated *[insert date]* in favour of RCAF VI Mallard Finance Limited (as security trustee) has been created for the purpose of securing such further advances.

6. RESTRICTIONS AND FURTHER ASSURANCE

6.1 Security

No Chargor shall create or permit to subsist any Security over any Charged Property (other than as permitted pursuant to the terms of any of the Loan Note Documents).

6.2 Disposal

No Chargor shall enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except with the prior written consent of the Security Trustee.

6.3 Further assurance

Each Chargor shall promptly do whatever the Security Trustee requires to:-

6.3.1 perfect or protect the Security created or expressed to be created by this Deed, or its priority; or

6.3.2 facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

7. SECURITIES

7.1 Securities: Before Enforcement Date

Prior to the occurrence of the Enforcement Date, each Chargor shall:-

7.1.1 pay all dividends, interest and other monies arising from the Securities into an Account; and

7.1.2 exercise all voting rights in relation to the Securities for any purpose not inconsistent with the terms of the Loan Note Documents.

7.2 Securities: After Enforcement Date

After the occurrence of the Enforcement Date, the Security Trustee may at its discretion (in the name of such Chargor or otherwise and without any further consent or authority from such Chargor):-

7.2.1 exercise (or refrain from exercising) any voting rights in respect of the Securities;

7.2.2 apply all dividends, interest and other monies arising from the Securities in accordance with Clause 15 (*Application of Moneys*);

7.2.3 transfer the Securities into the name of such nominee(s) of the Security Trustee as it shall require; and

7.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities,

in each case, in such manner and on such terms as the Security Trustee may think fit, and the proceeds of any such action shall form part of the Charged Property.

7.3 Securities: Payment of Calls

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

7.4 Securities: Exercise of Rights

Each Chargor shall not exercise any of its respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Security Trustee, would prejudice the effectiveness of, or the ability of the Security Trustee to realise, the security created by or pursuant to this Deed.

8. ACCOUNTS

8.1 Accounts: Notification and Variation

Each Chargor, during the subsistence of this Deed:-

8.1.1 shall promptly deliver to the Security Trustee on the date of this Deed (and, if any change occurs after the date of this Deed, on that date), details of each Account maintained by it with any bank or financial institution; and

8.1.2 shall not, without the Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Security Trustee.

8.2 Accounts: Operation Before Enforcement Date

Each Chargor shall, prior to the occurrence of the Enforcement Date, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

8.3 Accounts: Operation After Enforcement Date

After the occurrence of the Enforcement Date, each Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Trustee.

8.4 Accounts: Application of Moneys

The Security Trustee shall, upon the occurrence of the Enforcement Date, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with Clause 15 (*Application of Moneys*).

9. MONETARY CLAIMS

9.1 No dealing with Monetary Claims

Each Chargor shall not at any time during the subsistence of this Deed, without the prior written consent of the Security Trustee or as permitted pursuant to the terms of

the Loan Note Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

9.2 Proceeds of Monetary Claims

Each Chargor shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account.

10. INSURANCES

10.1 Insurances: Undertakings

Each Chargor shall at all times during the subsistence of this Deed:-

10.1.1 keep the Charged Property insured with those insurances normally maintained by prudent companies carrying on a similar business and with an insurance office or underwriters to be approved by the Security Trustee in writing from time to time and otherwise in accordance with the terms of the Loan Note Documents;

10.1.2 if required by the Security Trustee, cause each Insurance relating to the Charged Property to contain (in form and substance satisfactory to the Security Trustee) an endorsement naming the Security Trustee as sole loss payee in respect of all claims;

10.1.3 promptly pay all premiums and other moneys payable under all its Insurances or procure that such is done and, promptly upon request, produce to the Security Trustee a copy of each policy and evidence (acceptable to the Security Trustee) of the payment of such sums (or procure that such is done) and not do or omit to do or permit or suffer to be done or omitted to be done, anything which might render any Insurance required by this clause void, voidable or unenforceable; and

10.1.4 if required by the Security Trustee, provide a copy of all Insurances relating to the Charged Property to the Security Trustee.

10.2 Insurance: Default

If any Chargor defaults in complying with Clause 10.1 (*Insurance: Undertakings*), the Security Trustee may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Security Trustee in doing so shall be reimbursed by such Chargor to the Security Trustee on demand and shall carry interest from the date of payment by the Security Trustee until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

10.3 Application of Insurance Proceeds

All moneys received under any Insurance relating to the Charged Property shall, prior to the occurrence of the Enforcement Date, be applied in accordance with the terms of the Loan Note Documents. After the occurrence of the Enforcement Date, each Chargor shall hold such moneys upon trust for the Security Trustee pending payment to the Security Trustee for application in accordance with Clause 15 (*Application of Moneys*) and such Chargor waives any right it may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

11. LAND

Each Chargor shall (with the intent that this Clause 11 (*Land*) shall apply in relation to all Land now vested in such Chargor or acquired by such Chargor after the date of this Deed):-

11.1 Repair and Alterations

11.1.1 keep or cause to be kept all buildings and Fixtures from time to time on or in any of its Land and all other plant, machinery and equipment belonging to it in good and substantial repair and good working order;

11.1.2 not, without the prior written consent of the Security Trustee, make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value; and

11.1.3 permit any authorised representative of the Security Trustee at any time to enter any of its Land for any purpose without becoming liable to account as a mortgagee in possession and to inspect and test any work being carried out and, where any breach of covenant, defect, disrepair or unauthorised alteration, improvement or addition shall be found, remedy all such breaches and execute all such repairs or removals as the Security Trustee may require within 28 days after notice (or immediately, in case of emergency).

11.2 Statutes

11.2.1 comply with the provisions of all statutes and the requirement of any competent authority affecting any of its Land or the use of any of its Land or anything done on any Land; and

11.2.2 ensure that all consents and approvals under all statutes and the regulations and codes of practice of any competent authority affecting any of its Land have been obtained and are complied with, and produce on demand such evidence as the Security Trustee may require to satisfy itself that such consents and approvals have been obtained and are complied with.

11.3 Leases

11.3.1 pay the rents and observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which any of its Land is held by any Chargor and any licence, consent or approval given under any lease, and use its best endeavours to enforce observance and performance of the lessor's covenants in any lease;

11.3.2 not accelerate or defer payment of any moneys payable under any such lease and where any lease contains a provision for the review of rent promptly notify the Security Trustee of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review without the prior written consent of the Security Trustee;

11.3.3 not to apply for any licence, consent or approval under any such lease or any superior lease without the prior written consent of the Security Trustee; and

- 11.3.4 promptly give notice to the Security Trustee if any Chargor receives notice under section 146 of the LPA or any proceedings are commenced for forfeiture of any such lease or any superior lease or the lessor or any superior lessor re-enters or attempts to re-enter thereunder and at the request of the Security Trustee but at the cost of such Chargor take such steps as the Security Trustee may require in relation thereto;

11.4 Power of Leasing

not, without the prior written consent of the Security Trustee, exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to this Deed;

11.5 Compulsory Acquisition

not without the prior written consent of the Security Trustee enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Security Trustee, permit the Security Trustee or its authorised representatives to conduct such negotiations or to give such consent on such Chargor's behalf;

11.6 Outgoings

pay as and when the same become due all rates, taxes, duties, charges, assessments and other outgoings payable in respect of its Land; and

11.7 Encumbrances

comply with:-

- 11.7.1 all obligations, covenants, exceptions, reservations, licences, approvals, consents, stipulations, restrictions and conditions to which it is subject including, but without limitation, those relating to any of its Land or the use or enjoyment of any of its Land or imposed upon such Chargor as owner, occupier or user, as the case may be, of any of its Land; and

- 11.7.2 its obligations under any Security having priority to the Security created by or pursuant to this Deed.

12. REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the Security Trustee (which representations shall be deemed to be repeated on each day that the Chargor remains under any liability (actual or contingent) to the Noteholders (or any of them) under this Deed or the Loan Note Documents) as follows:-

- 12.1 it is and will remain (except as permitted under the terms of the Loan Note Documents) the legal and beneficial owner of the Charged Property;
- 12.2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in any of the Charged Property;
- 12.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Property (other than under the terms of the Loan Note Documents) or (as such term is defined in the

Intercreditor Deed, itself as defined in the Security Trust Deed) the Loan Note Documents);

- 12.4 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;
- 12.5 nothing has arisen or has been created or is subsisting which would be an overriding interest in any Land; and
- 12.6 this Deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 13.1.1 any demand being made by the Security Trustee under any Loan Note Document for payment of any of the Secured Liabilities by such Chargor;
- 13.1.2 any request being made by such Chargor to the Security Trustee for the appointment of a Receiver or an administrator or for the Security Trustee to exercise any other power or right available to it;
- 13.1.3 the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Charged Property.

13.2 Demand for payment

Any demand for payment, and any other notice to be given by the Security Trustee under this Deed, shall be in writing and may be signed by any authorised signatory on behalf of the Security Trustee, and may be made or given to any Chargor at any place of business of the relevant Chargor, or the registered office of such Chargor:-

- 13.2.1 by delivering it to any such place; or
- 13.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00am on the next Business Day after posting, and proof of posting shall be proof of delivery); or
- 13.2.3 by sending it by fax to any fax number of such Chargor (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

13.3 Powers on enforcement

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

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

any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;

13.3.3 subject to Clause 14.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property; and

13.3.4 appoint an administrator of a Chargor.

13.4 Disposal of the Charged Property

In exercising the powers referred to in Clause 13.3 (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

13.5 Same rights as Receiver

Any rights conferred by any Loan Note Document upon a Receiver may be exercised by the Security Trustee or, to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Trustee shall have taken possession or appointed a Receiver of the Charged Property.

13.6 Delegation

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

14. RECEIVERS

14.1 Method of appointment or removal

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

14.2 Removal

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

14.3 Powers

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

14.3.1 of the Security Trustee under this Deed;

14.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;

14.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

14.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and

14.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

14.4 Receiver as agent

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

14.5 Joint or several

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

14.6 Receiver's remuneration

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

15. APPLICATION OF MONEYS

15.1 Application of moneys

All sums received by virtue of this Deed by the Security Trustee or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

15.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Trustee or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;

15.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Trustee or any Receiver;

15.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Security Trust Deed;

15.1.4 **fourthly**, in the payment of the surplus (if any), to the Chargor concerned or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

16. POWER OF ATTORNEY

16.1 Appointment

Each Chargor irrevocably and by way of security appoints:-

16.1.1 the Security Trustee (whether or not a Receiver has been appointed);

16.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Trustee; and

16.1.3 (as a separate appointment) each Receiver,

severally as such Chargor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor could be required to do or execute under any provision of this Deed, or which the Security Trustee in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Security Trustee or the Receiver to exercise any of its rights or powers under this Deed.

16.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 16.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 16.1 (*Appointment*).

17. PROTECTION OF THIRD PARTIES

17.1 Statutory powers

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

17.2 Purchasers

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

17.2.1 to enquire whether any of the powers which the Security Trustee or a Receiver have exercised has arisen or become exercisable;

17.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or

17.2.3 as to the propriety or validity of the exercise of those powers,

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

17.3 Receipts

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

18. PROTECTION OF THE SECURITY TRUSTEE AND ANY RECEIVER

18.1 No liability

None of the Security Trustee, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or

damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

18.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Security Trustee, any Receiver or any of their respective officers or employees liable:-

18.2.1 to account as mortgagee in possession;

18.2.2 for any loss on realisation; or

18.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Security Trustee or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

18.3 Indemnity

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

18.3.1 any act or omission by any of them in relation to all or any of the Charged Property;

18.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;

18.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

18.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

18.3.5 any breach by the relevant Chargor of any of its covenants or other obligations to the Security Trustee,

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

18.4 Indemnity out of the Charged Property

The Security Trustee, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 18.3 (*Indemnity*).

18.5 Continuing protection

The provisions of this Clause 18 (*Protection of the Security Trustee and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

19. PROVISIONS RELATING TO THE SECURITY TRUSTEE

19.1 Powers and discretions

The rights, powers and discretions given to the Security Trustee in this Deed:-

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

19.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years.

20. PRESERVATION OF SECURITY

20.1 Additional Security

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

20.2 Immediate recourse

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

20.3 Appropriations

During the Security Period, the Security Trustee may:-

- 20.3.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 15.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the relevant Chargor shall not be entitled to the same; and
- 20.3.2 hold in an interest-bearing suspense account any moneys received from the relevant Chargor on or account of the Secured Liabilities.

20.4 New Accounts

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

20.5 Tacking

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

20.6 Deferral of Chargor's rights

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

- 20.6.1 to receive or claim payment from, or be indemnified by a Chargor;
- 20.6.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Chargor's obligations under the Loan Note Documents;
- 20.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under any Loan Note Document or of any guarantee or Security taken pursuant to, or in connection with, the Loan Note Documents by the Security Trustee;
- 20.6.4 to exercise any right of set-off against any Chargor; and/or
- 20.6.5 to claim or prove as a creditor of any Chargor in competition with the Security Trustee.

21. RELEASE

21.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Trustee shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

- 21.1.1 release the Charged Property from this Deed; and
- 21.1.2 re-assign the Charged Property that has been assigned to the Security Trustee under this Deed.

21.2 Reinstatement

If the Security Trustee considers that any amount paid or credited to the Security Trustee under any Loan Note Document (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

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

21.3 Consolidation

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

22. MISCELLANEOUS PROVISIONS

22.1 Severability

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

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

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

22.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Loan Note Documents (including any increase in the amount of the Secured Liabilities).

22.3 Remedies and waivers

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

22.4 Joint and several liability

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

22.5 Authority of the Parent

Each Chargor (except the Parent) irrevocably authorises the Parent to act on its behalf in administering the terms of this Deed and in signing on its behalf any document varying, supplementing, restating and/or replacing the terms and conditions contained in this Deed or any document ancillary to it.

22.6 Counterparts

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

22.7 Intercreditor Deed

This Deed is subject to the terms of the Intercreditor Deed.

22.8 Deeds of accession

Each of the parties agree that each Deed of Accession shall be supplemental to this Deed and be binding on and enure to the benefit of all the parties to this Deed.

23. GOVERNING LAW

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

24. **ENFORCEMENT**

24.1 **Jurisdiction of English Courts**

- 24.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 24.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 24.1.3 This Clause 24.1 (*Jurisdiction of English Courts*) is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1
DETAILS OF LAND
REGISTERED LAND

SCHEDULE 2
THE CHARGORS

Company name	No	Registered office
RCAF VI Mallard Holdings Limited	09339812	C/O Riverside Europe Partners LLP St Martin's Courtyard 17 Slingsby Place, 5th Floor London United Kingdom WC2E 9AB
RCAF VI Mallard Group Limited	09339866	C/O Riverside Europe Partners LLP St Martin's Courtyard 17 Slingsby Place, 5th Floor London United Kingdom WC2E 9AB
Brookson Limited	03128631	Brunel House 340 Firecrest Court Centre Park Warrington Cheshire WA1 1RG
Brookson Projects Limited	05975255	Brunel House 340 Firecrest Court Centre Park Warrington Cheshire WA1 1RG
Brookson Healthcare Services LLP	OC380974	Brunel House 340 Firecrest Court Centre Park Warrington Cheshire WA1 1RG
Brookson Management Services Limited	04128085	Brunel House 340 Firecrest Court Centre Park Warrington Cheshire WA1 1RG
Brookson Group Limited	05953666	Brunel House 340 Firecrest Court Centre Park Warrington Cheshire WA1 1RG

SCHEDULE 3

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on []

BETWEEN:-

- (1) [] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [];
- (2) [] **LIMITED** (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) [] as the Security Trustee.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a deed dated [] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Parent, each of the companies named in the Debenture as Chargors, and [] as Security Trustee for the Noteholders.
- (C) The New Chargor at the request of the Parent and in consideration of the Noteholders making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Loan Note Documents and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

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

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. COVENANT TO PAY

Without prejudice to the generality of clause 2, the New Chargor (jointly and severally with the other Chargors) covenants in the terms set out in clauses 2.1 (*Secured Liabilities*) and 2.2 (*Guarantee and indemnity*) of the Debenture.

4. SECURITY

The New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 4.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 4.2 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 2 (*Details of Material Insurances*); and
- 4.3 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 3 (*Details of Intellectual Property*).

5. EFFECT ON DEBENTURE

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

6. GOVERNING LAW

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

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

SCHEDULE 1

DETAILS OF LAND

SCHEDULE 2

DETAILS OF MATERIAL INSURANCES

SCHEDULE 3

DETAILS OF INTELLECTUAL PROPERTY

The New Chargor

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

Director

Director/Secretary

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

Signature of witness: Director

Name of witness:

Address:

Occupation:

The Parent

EXECUTED (but not delivered)
until the date hereof) **AS A DEED**)
by **[] LIMITED**)
acting by:-)

Director

Director/Secretary

The Security Trustee

SIGNED for and on behalf of
[]

)
)

EXECUTION PAGES

The Chargors

EXECUTED (but not delivered until the date
hereof) AS A DEED by a director of RCAF VI
MALLARD HOLDINGS LIMITED in the
presence of a witness:

Director

Signature of witness:

Name of witness:

PETER WOOD

Address:

EXECUTED (but not delivered until the date
hereof) AS A DEED by a director of RCAF VI
MALLARD GROUP LIMITED in the presence
of a witness:

Director

Signature of witness:

Name of witness:

PETER WOOD

Address:

EXECUTED (but not delivered until the date
hereof) AS A DEED by a director of
BROOKSON LIMITED in the presence of a
witness:

Director

Signature of witness:

Name of witness: Jamie Partridge.

Address:

EXECUTED (but not delivered until the date
hereof) AS A DEED by a director of
BROOKSON PROJECTS LIMITED in the
presence of a witness:

Director

Signature of witness:

Name of witness: Jamie Partridge.

Address: *As above*

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a member of)
BROOKSON HEALTHCARE SERVICES LLP)
in the presence of a witness:

Signature of witness:



Member



Name of witness: *Taniel Partridge*

Address: *As above*

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a director of)
BROOKSON MANAGEMENT SERVICES)
LIMITED in the presence of a witness:

Signature of witness:



Director



Name of witness: *Taniel Partridge*

Address: *As above*

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a director of)
BROOKSON GROUP LIMITED in the)
presence of a witness:

Signature of witness:



Director



Name of witness: *Taniel Partridge*

Address: *As above*

The Security Trustee

EXECUTED (but not delivered until the date)
hereof) **AS A DEED** by a director of **RCAF VI**)
MALLARD FINANCE LIMITED in the)
presence of a witness:

Director\$

~~Signature of witness:~~

~~Name of witness:~~

~~Address:~~



Marie Amel-Henkes



Sam Henkes