



Registration of a Charge

Company name: **AAP3 LIMITED**

Company number: **03444435**



X4IZOD2G

Received for Electronic Filing: **28/10/2015**

Details of Charge

Date of creation: **26/10/2015**

Charge code: **0344 4435 0007**

Persons entitled: **FAUNUS GROUP INTERNATIONAL, INC**

Brief description: **THE LEASEHOLD PROPERTY SITUATED AT 3 BENHAM ROAD, BENHAM CAMPUS, SOUTHAMPTON SCIENCE PARK, CHILWORTH, HAMPSHIRE, SO16 7QJ. TRADE MARK UK00002498439 REGISTERED IN THE NAME OF AAP3 LIMITED. TRADE MARK UK00002568859 REGISTERED IN THE NAME OF AAP3 LIMITED. TRADE MARK UK00002569859 REGISTERED IN THE NAME OF AAP3 LIMITED. TRADE MARK UK00002606297 REGISTERED IN THE NAME OF AAP3 LIMITED.**

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: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3444435

Charge code: 0344 4435 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2015 and created by AAP3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2015 .

Given at Companies House, Cardiff on 29th October 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

DATED

26 October

2015

FAUNUS GROUP INTERNATIONAL, INC.

as FGI

(1)

and

THE COMPANIES NAMED IN THIS DEED

as Security Obligors

(2)

COMPOSITE GUARANTEE AND DEBENTURE

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CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	GUARANTEE AND INDEMNITY	6
3	COVENANT TO PAY	7
4	GRANT OF SECURITY	7
5	FIXED SECURITY	7
6	FLOATING CHARGE	9
7	CONVERSION OF FLOATING CHARGE	10
8	CONTINUING SECURITY	11
9	LIABILITY OF SECURITY OBLIGOR RELATING TO SECURITY ASSETS	11
10	ACCOUNTS	11
11	REPRESENTATIONS	11
12	UNDERTAKINGS BY SECURITY OBLIGOR	12
13	POWER TO REMEDY	17
14	WHEN SECURITY BECOMES ENFORCEABLE	17
15	ENFORCEMENT OF SECURITY	17
16	RECEIVER	19
17	POWERS OF RECEIVER	20
18	APPLICATION OF PROCEEDS	21
19	SET-OFF	22
20	DELEGATION	22
21	FURTHER ASSURANCES	23
22	POWER OF ATTORNEY	23
23	PAYMENTS	23
24	STAMP DUTY	24
25	COSTS AND EXPENSES	24
26	CURRENCIES	25

27	INDEMNITY	25
28	MISCELLANEOUS.....	25
29	RIGHT OF APPROPRIATION	26
30	NOTICES	27
31	PARTIAL INVALIDITY	28
32	RELEASE	28
33	COUNTERPARTS.....	28
34	GOVERNING LAW.....	28
35	JURISDICTION OF ENGLISH COURTS.....	28
	SCHEDULE 1 SECURITY OBLIGOR	29
	SCHEDULE 2 THE GUARANTEE	30
	SCHEDULE 3 DETAILS OF SECURITY ASSETS.....	32
	PART 1 – SPECIFIED REAL PROPERTY	32
	PART 2 – SPECIFIED P&M.....	32
	PART 3 – CHARGED SECURITIES	32
	PART 4 – INTELLECTUAL PROPERTY.....	32
	PART 5 – INVENTORY INSURANCES	33
	PART 6 – P&M INSURANCES	33
	EXECUTION PAGE	1

PARTIES

- (1) **FAUNUS GROUP INTERNATIONAL, INC.** a Delaware corporation, whose office is at 80 Broad Street, 22nd Floor, New York, NY 10004 ("**FGI**"); and
- (2) **THE COMPANIES LISTED IN SCHEDULE 1 (SECURITY OBLIGORS) TO THIS DEED** (the "**Security Obligors**").

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Sale of Accounts and Security Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"Act" means the Law of Property Act 1925.

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5.2 (*Security assignments*).

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open for business in London and New York;

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities.

"Charged Securities" means the Securities specified in Part 3 of Schedule 3 (*Details of Security Assets*).

"Default Rate" means the Applicable Rate plus 4%.

"Event of Default"

- (a) has the meaning ascribed to it in the Sale of Accounts and Security Agreement; and, in addition;
- (b) means the occurrence of any of the following events:
 - (i) a Security Obligor stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;

- (ii) a Security Obligor commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding FGI) with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (iii) a moratorium is declared in respect of any Indebtedness of a Security Obligor;
- (iv) any action, proceedings, procedure or step is taken in relation to:
 - (A) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of a Security Obligor;
 - (B) the composition, compromise, assignment or arrangement with any creditor of a Security Obligor; or
 - (C) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of a Security Obligor or any of its assets;
- (v) the value of a Security Obligor's assets is less than its liabilities (taking into account contingent and prospective liabilities); and.
- (vi) any event occurs in relation to any Security Obligor that is analogous to those set out in (i) to (v) (inclusive) of this defined term in any jurisdiction;

"Finance Documents" means each of the Sale of Accounts and Security Agreement, this Deed and the Intercreditor Deed.

"Group" means AAP3 (Holdings) Limited and its Subsidiaries.

"Guarantee" means the guarantee and indemnity contained in clause 2 (*Guarantee and indemnity*) as extended by Schedule 2 (*The Guarantee*).

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, each Security Obligor or in which a Security Obligor from time to time has an interest.

"Intellectual Property" means all present and future Intellectual Property Rights.

"Intellectual Property Rights" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Security Obligor.

"Intercreditor Deed" means the deed regulating the priority of Security Interests granted by the Security Obligors dated on or about the date of this Deed and entered into between FGI, Bank of Scotland Plc, Lloyds Bank Commercial Finance and the Security Obligors.

"Inventory" means all the work in progress and finished goods of the Security Obligors.

"Inventory Insurances" means those policies of insurance (if any) specified in Part 5 of Schedule 3 (*Details of Security Assets*) and any other policies of insurance which may replace those policies of insurance.

"P&M" means all plant, machinery, other capital equipment (excluding Inventory) owned by a Security Obligor from time to time wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto.

"P&M Insurances" means those policies of insurance (if any) specified in Part 6 of Schedule 3 (*Details of Security Assets*) and any other policies of insurance which may replace those policies of insurance.

"Party" means a party to this Deed.

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Security Obligor, or in which a Security Obligor has an interest at any time, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given thereof.

"Real Property Insurances" means those policies of insurance (if any) specified in Part 7 of Schedule 3 (*Details of Security Assets*) and any other policies of insurance which may replace those policies of insurance.

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Security Obligor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

"Receiver" means any receiver or receiver and manager appointed by FGI under this Deed.

"Sale of Accounts and Security Agreement" means the sale of accounts and security agreement dated 12 September 2014 and made between FGI and APP3, Inc. pursuant to which FGI has agreed to make certain accounts receivables facilities available to APP3, Inc.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to FGI (including all monies covenanted to be paid under this Deed).

"Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Security Obligor, held by a nominee on its behalf or in which any Security Obligor has an interest at any time.

"Securities Rights" means:

- (a) all dividends, distributions and other income paid or payable on the relevant Securities or Charged Securities or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Securities or Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Security" means the Security Interests created by or pursuant to this Deed.

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed.

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust, trust arrangement for the purposes of providing security, assignment, assignment by way of security, tracing or other equitable right, or:

- (a) any other agreement or arrangement having the effect of conferring security (including any such interest arising under or in connection with any letter of credit);
- (b) any other security interest of any kind or preferring any obligation of any person; or
- (c) any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
- (b) the Sale of Accounts and Security Agreement has been terminated according to its terms; and
- (c) FGI has no further commitment, obligation or liability under or pursuant to the Finance Documents.

"Specified P&M" means the P&M (if any) specified in Part 2 of Schedule 3 (*Details of Security Assets*).

"Specified Real Property" means the estates and interests in freehold, leasehold and other immovable property (if any) specified in Part 1 of Schedule 3 (*Details of Security Assets*), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed P&M at any time thereon;

- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof.

"Spot Rate of Exchange" means FGI's spot rate of exchange for the purchase of the relevant currency with US Dollars in the New York foreign exchange market at or about 11am on a particular day.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **"Security Obligor"** or **"FGI"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"this Deed"**, the **"Sale of Accounts and Security Agreement"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, the Sale of Accounts and Security Agreement, such other Finance Document or such other agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances);
 - (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) an Event of Default that is **"continuing"** shall be construed as meaning an Event of Default that has not been waived in writing by FGI, to the satisfaction of FGI and any waiver given by FGI shall only apply to the specific occurrence of the specific event referred to in such waiver;
 - (v) **"including"** or **"includes"** means including or includes without limitation;
 - (vi) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting any member of the Group;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) the singular includes the plural and vice versa.
- (b) References to clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, paragraphs and schedules of and to this Deed and references to this Deed include its schedules.

- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
- (d) Each undertaking of a Security Obligor contained in this Deed must be complied with at all times during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any of the parties thereto in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If FGI reasonably considers that an amount paid by a Security Obligor to FGI under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of that Security Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

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

1.4 Intercreditor Deed

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

2 GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Each Security Obligor irrevocably and unconditionally:

- (a) guarantees in favour of FGI punctual performance by each member of the Group of all obligations of each member of the Group under the Finance Documents;
- (b) undertakes in favour of FGI that whenever a member of the Group does not pay any amount when due under, or in connection with, any Finance Document, each Security Obligor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) indemnifies FGI immediately on demand against any cost, loss or liability suffered by FGI, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which FGI would otherwise have been entitled to recover.

2.2 Extension of guarantee

The guarantee set out in this clause 2 is given subject to and with the benefit of the provisions set out in Schedule 2 (*The Guarantee*).

3 COVENANT TO PAY

3.1 Covenant to pay

Each Security Obligor, as principal obligor and not merely as surety, covenants in favour of FGI that it will pay and discharge the Secured Obligations from time to time when they fall due.

3.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.
- (b) Default interest will accrue from day to day and will be compounded at such intervals as FGI states are appropriate.

4 GRANT OF SECURITY

4.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of FGI;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

4.2 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

5 FIXED SECURITY

5.1 Fixed charges

Each Security Obligor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of legal mortgage the Specified Real Property;
- (b) by way of fixed charge:

- (i) all Real Property and all interests in Real Property not charged by clause 5.1(a);
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
- (iii) the proceeds of sale of all Real Property other than Specified Real Property;
- (c) by way of fixed charge all Specified P&M;
- (d) by way of fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M;
- (e) by way of fixed charge all P&M (not charged by clauses 5.1(a), 5.1(b) or 5.1(c)) and the benefit of all contracts, licences and warranties relating to the same;
- (f) by way of fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
 other than any which are for the time being part of any of that Security Obligor's Inventory;
- (g) by way of fixed charge the Charged Securities;
- (h) by way of fixed charge all Securities Rights from time to time accruing to the Charged Securities;
- (i) by way of fixed charge all rights which the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities;
- (j) by way of fixed charge all Securities (not charged by clause 5.1(g)),
- (k) by way of fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights the Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities;
- (l) by way of fixed charge all Receivables;
- (m) by way of fixed charge the Intellectual Property (if any) specified in Part 4 of Schedule 3 (*Details of Security Assets*);
- (n) by way of fixed charge all Intellectual Property (if any) not charged by clause 5.1(m);
- (o) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (*Security assignments*), by way of fixed charge, such Assigned Asset;
- (p) by way of fixed charge (to the extent not otherwise charged or assigned in this Deed):

- (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Security Obligor or the use of any of its assets; and
- (ii) any letter of credit issued in favour of that Security Obligor and all bills of exchange and other negotiable instruments held by it; and
- (q) by way of fixed charge all of the goodwill and uncalled capital of that Security Obligor.

5.2 Security assignments

Each Security Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the proceeds of the sale of any Specified Real Property;
- (b) the proceeds of the sale of any Specified P&M;
- (c) the proceeds of the sale of any Charged Securities;
- (d) the proceeds of the sale of any Intellectual Property;
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances;
- (f) the P&M Insurances, all claims under the P&M Insurances and the proceeds of the P&M Insurances;
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances;
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (i) Receivables (not assigned under clauses 5.2(a) to 5.2(h) (inclusive) above).

To the extent that any Assigned Asset described in clauses 5.2(a) to 5.2(i) inclusive is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the relevant Security Obligor to any proceeds of an Assigned Asset.

5.3 Assigned Assets

FGI is not obliged to take any steps necessary to preserve any Assigned Asset, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

6 FLOATING CHARGE

Each Security Obligor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (*Fixed charges*), clause 5.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

7 CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

FGI may, by written notice to a Security Obligor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of that Security Obligor if:

- (a) an Event of Default has occurred and is continuing; or
- (b) FGI (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

7.2 Small companies

The floating charge created under this Deed by the Security Obligors shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Security Obligors.

7.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) a Security Obligor creates (or attempts or purports to create) any Security Interest on or over the relevant Security Asset without the prior written consent of FGI; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Security Obligor which are subject to a floating charge if an administrator is appointed in respect of that Security Obligor or FGI receives notice of intention to appoint such an administrator.

7.4 Partial conversion

The giving of a notice by FGI pursuant to clause 7.1 (*Conversion by notice*) in relation to any class of assets of a Security Obligor shall not be construed as a waiver or abandonment of the rights of FGI to serve similar notices in respect of any other class of assets or of any other right of FGI.

8 CONTINUING SECURITY

8.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

8.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which FGI may at any time hold for any Secured Obligation.

8.3 Right to enforce

This Deed may be enforced against each Security Obligor without FGI first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

9 LIABILITY OF SECURITY OBLIGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Security Obligor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. FGI is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

10 ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of a Security Obligor with FGI or in which a Security Obligor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party.

11 REPRESENTATIONS

11.1 General

Each Security Obligor makes the representations and warranties set out in this clause 11 to FGI.

11.2 No Security Interests

Its Security Assets are, or when acquired will be, beneficially owned by the relevant Security Obligor free from any Security Interest other than:

- (a) as created by this Deed; and
- (b) as permitted by the Sale of Accounts and Security Agreement.

11.3 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Security Obligor or otherwise.

11.4 Ownership of Security Assets

Each Security Obligor is the sole legal and beneficial owner of all the Security Assets identified against its name in Schedule 3 (*Details of Security Assets*) except in respect of those Charged Securities (if any) which are held by a nominee for a Security Obligor, in which case the relevant Security Obligor is the only beneficial owner of such Charged Securities.

11.5 Charged Securities

- (a) All Securities (including any Charged Securities) are fully paid.
- (b) If any Charged Securities are listed in Part 3 of Schedule 3 (*Details of Security Assets*) those Charged Securities constitute the entire share capital owned by the Security Obligor in the relevant company.

11.6 Time when representations made

- (a) All the representations and warranties in this clause 11 are made by each Security Obligor on the date of this Deed and are also deemed to be made by each Security Obligor on the date of each Advance.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

12 UNDERTAKINGS BY THE SECURITY OBLIGORS

12.1 Sale of Accounts and Security Agreement

On the date of this Deed and until the end of the Security Period, each Security Obligor hereby gives the representations and covenants set out at Section 4(a) to (c) (inclusive), Section 4(h) to (j) (inclusive) and Section 4(l) to (q) (inclusive) of the Sale of Accounts and Security Agreement as if the same were set out in this Deed mutatis mutandis and references in those clauses to the "Seller" are deemed to be references to the Security Obligors and references to "this Deed" are deemed to be references to this Deed.

12.2 Restrictions on dealing

No Security Obligor shall do or agree to do any of the following without the prior written consent of FGI:

- (a) create or permit to subsist any Security Interest on any Security Assets except a Security Interest which is permitted by the Sale of Accounts and Security Agreement;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade

in the usual course of trading as conducted by the Security Obligor at the date of this Deed.

12.3 Security Assets generally

Each Security Obligor shall:

- (a) notify FGI of every notice, order, application, requirement or proposal given or made by any competent authority:
 - (i) in relation to any Security Asset specified in Schedule 3 (*Details of Security Assets*), immediately upon receipt; and
 - (ii) within 14 days of receipt of every notice, order, application, requirement or proposal given or made in relation to any Security Assets other than Security Asset specified in Schedule 3 (*Details of Security Assets*),and (if required by FGI) immediately provide it with a copy of the same and either (a) comply with such notice, order, application, requirement or proposal or (b) make such objections to the same as FGI may require or approve **PROVIDED ALWAYS** that notices in respect of limb (a) of the definition of Securities Rights shall be dealt with in accordance with clause 12.3(a)(i) above following the exercise by FGI of its rights in accordance with clause 12.7(b) (*Rights in respect of Charged Securities and Securities Rights*);
- (b) duly and punctually pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets; and
- (c) in addition to any provisions of the Sale of Accounts and Security Agreement or this Deed relating to specific Security Assets:
 - (i) comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any bye laws, regulations or requirements of any competent authority or other approvals, licences or consents;
 - (ii) comply with all material covenants and obligations affecting the Security Assets (or their manner of use);
 - (iii) not, except with the prior written consent of FGI, enter into any onerous or restrictive obligation affecting any Security Asset;
 - (iv) provide FGI with all information which it may reasonably request in relation to the Security Assets; and
 - (v) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

12.4 Specified P&M

Each Security Obligor undertakes that it is the owner, with full title guarantee, of the Specified P&M listed by its name in Schedule 3 (*Details of Security Assets*).

12.5 Specified Real Property

Each Security Obligor undertakes that it is the owner, with full title guarantee, of the Specified Real Property listed by its name in Schedule 3 (*Details of Security Assets*).

12.6 Charged Securities

- (a) In relation to any Charged Securities, each Security Obligor shall, immediately upon execution of this Deed or (if later), as soon as is practicable after its acquisition of any such Charged Securities in certificated form, by way of security for the Secured Obligations:
 - (i) deposit with FGI or, as FGI may direct, all certificates and other documents of title or evidence of ownership to such Charged Securities and their Securities Rights, provided that the deposit of such documents with a prior ranking lender under the Intercreditor Deed will be deemed to satisfy this requirement; and
 - (ii) execute and deliver to FGI pre-stamped instruments of transfer in respect of such Charged Securities (executed in blank and left undated) and/or such other documents as FGI shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to such Charged Securities and their Securities Rights (or to pass legal title to any purchaser).
- (b) In relation to any Charged Securities, each Security Obligor shall:
 - (i) promptly give notice to any custodian of any agreement with that Security Obligor in respect of any such Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities, in a form FGI may require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form FGI may require.
- (c) Without prejudice to the rest of this clause 12.6, FGI may, at the expense of the relevant Security Obligor, take whatever action is required for the dematerialisation or rematerialisation of any Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities.
- (d) Each Security Obligor shall promptly pay all calls or other payments which may become due in respect of Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities.
- (e) Each Security Obligor shall immediately upon a request from FGI comply with the provisions of this clause 12.6 in relation to any Securities other than the Charged Securities and their Securities Rights.

- (f) No Security Obligor shall issue any shares for the purpose of distribution to employees or increase the number of shares to be distributed to employees without the prior written consent of FGI.

12.7 Rights in respect of Securities Charged Securities and Securities Rights

- (a) Until an Event of Default occurs, each Security Obligor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Securities and its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Securities and its Charged Securities, provided that it must not do so in a manner which (a) has the effect of changing the terms of the Securities or the Charged Securities (or any class of them) or of any Securities Rights or (b) which is prejudicial to the interests of FGI.
- (b) At any time following the occurrence of an Event of Default which is continuing, FGI may complete the instrument(s) of transfer for all or any Securities or Charged Securities on behalf of the relevant Security Obligor in favour of itself or such other person as it may select.
- (c) At any time when any Securities or Charged Securities are registered in the name of FGI or its nominee, FGI shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Securities or Charged Securities are duly and promptly paid or received by it or its nominee; or
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Securities Rights in respect of or in substitution for any such Securities or Charged Securities.

12.8 Intellectual Property

Unless FGI is of the opinion that the relevant Intellectual Property is of minor importance to the Group, each Security Obligor shall:

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

12.9 Proceeds of the sale of certain Charged Securities, Specified P&M, Real Property and Intellectual Property

Each Security Obligor undertakes to deal with the proceeds of sale of the Security Assets referred to at clauses 5.2(a) to (d) inclusive in accordance with the terms of the Sale of

Accounts and Security Agreement or otherwise, in accordance with the terms of any consent issued by FGI to the Security Obligors in relation to any such Security Asset.

12.10 Insurance

- (a) In relation to any Insurance, each Security Obligor shall at all times:
 - (i) effect and maintain insurances at its own expense with insurers previously approved by FGI in writing providing cover against all risks which are normally insured against by other prudent companies owning or possessing similar assets and carrying on similar businesses and be in such amounts as would in the circumstances be prudent for such companies and shall include, an entitlement to receive the full replacement value from time to time of any Security Assets destroyed or otherwise becoming a total loss and have FGI as co-insured and sole first loss payee;
 - (ii) ensure that the Insurance is on such terms and contains such clauses as FGI may reasonably require and in particular, but without limitation, on terms that the relevant insurer will inform FGI:
 - (A) of any cancellation, alteration, termination or expiry of any Insurance at least 30 days before it is due to take effect;
 - (B) of any default in the payment of any premium or failure to renew the Insurance at least 30 days before the renewal date;
 - (C) of any act, omission or event of which the insurer has knowledge which may make any Insurance void, voidable or unenforceable (in whole or in part).
 - (iii) promptly pay all premiums relating to the Insurances;
 - (iv) supply to FGI immediately upon issue copies of each Insurance policy document, together with the current premium receipts relating to it;
 - (v) not do or permit to be done or omit to do anything which may render any Insurance void, voidable or unenforceable (in whole or in part) and will not vary, amend or terminate any Insurance policy.
- (b) If at any time a Security Obligor defaults in effecting or keeping up the Insurances, or in producing any Insurance policy or premium receipt to FGI on demand, FGI may take out or renew such policies of insurance in any sum which FGI may reasonably think expedient. All monies which are expended by FGI in doing so shall be deemed to be properly paid by FGI and shall be reimbursed by the relevant Security Obligor on demand together with interest at the Default Rate.
- (c) In relation to the proceeds of Insurances:
 - (i) each Security Obligor will notify FGI if any claim arises or may be made under the Insurances;
 - (ii) FGI shall have the sole right to settle or sue for any such claim and give any discharge for insurance monies; and

- (iii) all claims and monies received or receivable under any Insurances must be applied in replacing or restoring the Security Asset damaged or destroyed or (after the occurrence of an Event of Default which is continuing) in repayment of outstanding Advances in such order as FGI sees fit.

13 POWER TO REMEDY

13.1 Power to remedy

If at any time a Security Obligor does not comply with any of its obligations under this Deed, FGI (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Security Obligor irrevocably authorises FGI and its employees and agents by way of security to do all things (including entering the property of that Security Obligor) which are necessary or desirable to rectify that default.

13.2 Mortgagee in possession

The exercise of the powers of FGI under this clause 13 shall not render it liable as a mortgagee in possession.

13.3 Monies expended

Each Security Obligor shall pay to FGI on demand any monies which are expended by FGI in exercising its powers under this clause 13, together with interest at the Default Rate from the date on which those monies were expended by FGI (both before and after judgment) and otherwise in accordance with clause 3.2 (*Default interest*).

14 WHEN SECURITY BECOMES ENFORCEABLE

14.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

14.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

14.3 Enforcement

After this Security has become enforceable, FGI may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

15 ENFORCEMENT OF SECURITY

15.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security. The statutory powers of leasing conferred on FGI are extended so

as to authorise FGI to lease, make agreements for leases, accept surrenders of leases and grant options as FGI may think fit and without the need to comply with section 99 or 100 of the Act.

15.2 Powers of FGI

At any time after the Security becomes enforceable, FGI may without further notice (unless required by law):

- (i) (or if so requested by a Security Obligor by written notice at any time may) appoint any person or persons to be a receiver or receiver and manager of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the relevant Security Obligor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of the relevant Security Obligor and without any further consent or authority of the relevant Security Obligor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them.
- (b) FGI is not entitled to appoint a Receiver in respect of any Security Assets of the relevant Security Obligor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of that Security Obligor.

15.3 Redemption of prior mortgages

At any time after the Security has become enforceable, FGI may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Security Obligors.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Security Obligors to FGI on demand.

15.4 Privileges

Each Receiver and FGI is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

15.5 No liability

- (a) Neither FGI nor any Receiver shall be liable (i) in respect of all or any part of the Security Assets or (ii) 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, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 15.5(a), neither FGI nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

15.6 Protection of third parties

No person (including a purchaser) dealing with FGI or any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which FGI or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to FGI or to the Receiver is to be applied.

16 RECEIVER

16.1 Removal and replacement

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

16.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

16.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and FGI (or, failing such agreement, to be fixed by FGI).

16.4 Payment by Receiver

Only monies actually paid by a Receiver to FGI in relation to the Secured Obligations shall be capable of being applied by FGI in discharge of the Secured Obligations.

16.5 Agent of Security Obligor

Any Receiver shall be the agent of the Security Obligors. Each Security Obligor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. FGI shall incur no liability (either to the Security Obligors or to any other person) by reason of the appointment of a Receiver or for any other reason.

17 POWERS OF RECEIVER

17.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (c) all powers which are conferred by any other law conferring power on receivers.

17.2 Additional powers

In addition to the powers referred to in clause 17.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of the Security Obligor as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Real Property containing them, without the consent of the relevant Security Obligor. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Security Obligor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Security Obligor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, that Security Obligor;
- (g) to take any such proceedings (in the name of any of the Security Obligors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as FGI shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of a Security Obligor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of a Security Obligor for any of the above purposes.

18 APPLICATION OF PROCEEDS

18.1 Application

All monies received by FGI or any Receiver after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security and to the provisions of the Intercreditor Deed) be applied in the following order:

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses properly incurred, and payments made by FGI or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations; and
- (c) **thirdly**, in payment of any surplus to the relevant Security Obligor or other person entitled to it.

18.2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), FGI or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

19 SET-OFF

19.1 Set-off

- (a) FGI may (but shall not be obliged to) set off any obligation (contingent or otherwise under the Finance Documents or which has been assigned to FGI) against any obligation (whether or not matured) owed by FGI to the Security Obligors, regardless of the place of payment, booking branch or currency of either obligation.
- (b) If the obligations are in different currencies, FGI may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (c) If either obligation is unliquidated or unascertained, FGI may set off in an amount estimated by it in good faith to be the amount of that obligation.

19.2 Time deposits

Without prejudice to clause 19.1 (*Set-off*) if any time deposit matures on any account which the Security Obligor has with FGI at a time when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,
- (c) such time deposit shall automatically be renewed for such further maturity as FGI in its absolute discretion considers appropriate unless FGI otherwise agrees in writing.

20 DELEGATION

Each of FGI and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither FGI nor any Receiver shall be in any way liable or responsible to the Security Obligors for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

21 FURTHER ASSURANCES

21.1 Further action

Each Security Obligor shall, at its own expense, promptly take whatever action FGI or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by FGI or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to FGI or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case FGI may think expedient.

21.2 Specific security

Without prejudice to the generality of clause 21.1 (*Further action*), each Security Obligor shall forthwith at the request of FGI execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by this Deed in favour of FGI (including any arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*)) in such form as FGI may require.

22 POWER OF ATTORNEY

Each Security Obligor, by way of security, irrevocably and severally appoints FGI, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which that Security Obligor is obliged to take under this Deed, including under clause 21 (*Further assurances*). Each Security Obligor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

23 PAYMENTS

23.1 Payments

Subject to clause 23.2 (*Gross-up*), all payments to be made by the Security Obligors in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as FGI may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

23.2 Gross-up

If the Security Obligor is compelled by law to make any deduction or withholding from any sum payable under this Deed to FGI, the sum so payable by a Security Obligor shall be increased so as to result in the receipt by FGI of a net amount equal to the full amount expressed to be payable under this Deed.

23.3 Set-Off by FGI

Without prejudice to the provisions of clause 2 (*Guarantee and indemnity*) and the Security Obligors' obligations in accordance with this Deed, FGI may at any time discharge the Security Obligors' obligation to make payment of any sums due by the relevant Security Obligor to FGI by debiting such sum to any account held by FGI in relation to the Seller.

24 STAMP DUTY

Each Security Obligor shall:

- (a) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and
- (b) indemnify FGI and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

25 COSTS AND EXPENSES

25.1 Transaction and amendment expenses

Each Security Obligor shall promptly on demand pay to FGI the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by FGI in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

25.2 Enforcement and preservation costs

Each Security Obligor shall promptly on demand pay to FGI and any Receiver the amount of all costs, charges and expenses (including (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by any of them in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed or any document referred to in this Deed or the Security (including all remuneration of the Receiver).

26 CURRENCIES

26.1 Conversion

All monies received or held by FGI or any Receiver under this Deed may be converted from their existing currency into such other currency as FGI or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange. Each Security Obligor shall indemnify FGI against all costs, charges and expenses incurred in relation to such conversion. Neither FGI nor any Receiver shall have any liability to a Security Obligor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

26.2 Currency indemnity

No payment to FGI (whether under any judgment or court order or in the liquidation, administration or dissolution of the Security Obligor or otherwise) shall discharge the obligation or liability of the Security Obligors in respect of which it was made, unless and until FGI shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, FGI shall have a further separate cause of action against the relevant Security Obligor and shall be entitled to enforce the Security to recover the amount of the shortfall.

27 INDEMNITY

Each Security Obligor shall indemnify FGI, any Receiver and any attorney, agent or other person appointed by FGI under this Deed and FGI's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything properly done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person; or
- (c) any breach by a Security Obligor of any of its obligations under this Deed.

28 MISCELLANEOUS

28.1 Appropriation and suspense account

- (a) FGI may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Security Obligors.
- (b) All monies received, recovered or realised by FGI under, or in connection with, this Deed may at the discretion of FGI be credited to a separate interest bearing suspense account for so long as FGI determines (with interest accruing thereon at such rate, if any, as FGI may determine for the account of a Security Obligor) without FGI having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

28.2 New accounts

If FGI receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, other than in accordance with the Intercreditor Deed, or the Guarantee ceases to continue in force, it may open a new account or accounts for the relevant Security Obligor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to FGI will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

28.3 Changes to the Parties

- (a) No Security Obligor may assign any of its rights under this Deed.
- (b) FGI may assign or transfer all or any part of its rights under this Deed. Each Security Obligor shall, immediately upon being requested to do so by FGI, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

28.4 Memorandum and articles

Each Security Obligor hereby certifies that the Security does not contravene any of the provisions of its memorandum or articles of association.

28.5 Amendments and waivers

Any provision of this Deed may be amended only if FGI and the Security Obligors so agree in writing and any breach of this Deed may be waived before or after it occurs only if FGI so agrees in writing. A waiver given or consent granted by FGI under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

28.6 Calculations and certificates

A certificate of FGI specifying the amount of any Secured Obligation due from the Security Obligors (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Security Obligors in the absence of manifest error.

28.7 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of FGI, 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 are cumulative and not exclusive of any rights or remedies provided by law.

29 RIGHT OF APPROPRIATION

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Security Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (no 2) Regulations 2003 (**Regulations**), the FGI shall have the right on giving prior notice to the Security Obligor, at any time after the Security becomes enforceable, to appropriate all or any part of those Security Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Security Assets

shall be, in the case of cash, the amount of cash appropriated and, in the case of Securities, determined by FGI by reference to any available publicly available market price in the absence of which by such other means as FGI (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the regulations, the Security Obligor agrees that any such determination by FGI will constitute a valuation "in a commercially reasonable manner".

30 NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

30.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below or any substitute address, fax number or department or officer as one Party may notify to the other Party by not less than five Business Days' notice.

30.3 Delivery

- (a) Subject to clause 30.3(b) below, any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days following the day on which it was despatched by first class mail postage prepaid,
 - (iii) and, if a particular department or officer is specified with the execution of any Party below, if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to FGI will be effective only when actually received by FGI and then only if it is expressly marked for the attention of the department or officer identified with the execution of FGI below (or any substitute department or officer as FGI shall specify for this purpose).

30.4 English language

Any notice given under or in connection with any Finance Document must be in English.

30.5 Electronic communications

No communication to be made under this Deed shall be made electronically.

31 PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

32 RELEASE

Upon the expiry of the Security Period (but not otherwise) FGI shall, at the request and cost of the Security Obligors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

33 COUNTERPARTS

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

34 GOVERNING LAW

This Deed is governed by English law.

35 JURISDICTION OF ENGLISH COURTS

- 35.1 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**").
- 35.2 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.
- 35.3 This clause 35 is for the benefit of FGI only. As a result, FGI shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, FGI may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by the Security Obligors as a deed and duly executed by FGI and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1

Security Obligor

Company name	Registration number	Registered Office
AAP3 Limited	03444435	3 Benham Road, Benham Campus Southampton Science Park, Southampton, Hampshire SO16 7QJ
AAP3 (Holdings) Limited	9730065	3 Benham Road, Benham Campus Southampton Science Park, Southampton, Hampshire SO16 7QJ

SCHEDULE 2

The Guarantee

1 CONTINUING GUARANTEE

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

2 REINSTATEMENT

If any payment by a Security Obligor, or any discharge given by FGI (whether in respect of the obligations of the Security Obligors or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the relevant Security Obligor under this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) FGI shall be entitled to recover the value or amount of that security or payment from the relevant Security Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

3 WAIVER OF DEFENCES

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

- (a) any time, waiver or consent granted to, or composition with, the Security Obligors or other person;
- (b) the release of any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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, the Security Obligors 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Security Obligors or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement or replacement (in each case, however fundamental and of any nature whatsoever including, without limitation, which results in any increase in any amount due or owing under any Finance Document or in the rate of interest or any other sum payable under any Finance Document) 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, administration or similar proceedings.

4 IMMEDIATE RECOURSE

Each Security Obligor waives any right it may have of first requiring FGI to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Security Obligor under this Schedule 2. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

5 APPROPRIATIONS

Until all amounts which may be or become payable during the Security Period by the Security Obligors under or in connection with the Finance Documents have been irrevocably paid in full, FGI may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by FGI 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 Security Obligor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from the Security Obligors or on account of the Security Obligors' liability under this Schedule 2.

6 DEFERRAL OF SECURITY OBLIGOR'S RIGHTS

Until all amounts which may be or become payable during the Security Period by the Security Obligors under, or in connection with, the Finance Documents have been irrevocably paid in full and unless FGI otherwise directs, no Security Obligor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any member of the Group;
- (b) to claim any contribution from any other guarantor of the Security Obligors' or the Seller's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of FGI under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by FGI.

7 ADDITIONAL SECURITY

This guarantee is in addition to, and is not in any way prejudiced by, any other guarantee or security at the date of this guarantee or subsequently held by FGI.

SCHEDULE 3

Details of Security Assets

Part 1 – Specified Real Property

Security Obligor	Address of Real Property
aap3 Limited	The leasehold property situated at 3 Benham Road, Benham Campus, Southampton Science Park, Chilworth, Hampshire, SO16 7QJ

Part 2 – Specified P&M



Fixed asset
summary.xlsx

Part 3 – Charged Securities

Security Obligor	Name of company in which shares are held	Number of class of shares held
aap3 (Holdings)	aap3 Limited	27,750,000 ordinary shares of £0.0004
aap3 Limited	aap3 Inc	75,000 common stock at \$0.01 18,500 AAP3 LTD
aap3 Limited	aap3 Srl	10,000 euro
aap3 Limited	aap3 GmbH	25,000 Euro
aap3 Limited	aap3 Sarl	1 euro

Part 4 – Intellectual Property

Trade mark UK00002498439 registered in the name of aap3 Limited
Trade mark UK00002568859 registered in the name of aap3 Limited
Trade mark UK00002569859 registered in the name of aap3 Limited
Trade mark UK00002606297 registered in the name of aap3 Limited

Trans no	Date of Purchase	Location	Details	Cost b/f
	08/02/2013	Chilworth	Water Heater for HO 08/02/13	612
	15/02/2013	Chilworth	Additional Parts for Water Heater 15/02/13	15
	01/07/2013	Chilworth	Chairs For Pink Floyd 01/07/13	903
	01/04/2014	Chilworth	Kings - SOC desk dividers X 12 20/03/14	900
1410	07/03/2007	Chilworth	Filing Cabinet	394
33496	09/04/2007	Chilworth	Cupboard For Finance - Mar 07	180
1550	15/05/2007	Chilworth	14 Desks	1,920
1550	15/05/2007	Chilworth	20 Pedestals	1,640
1550	15/05/2007	Chilworth	32 Chairs	3,412
1550	15/05/2007	Chilworth	3 Meeting Tables	560
1550	15/05/2007	Chilworth	Storage Units	1,116
Staff Exp	29/05/2007	Chilworth	Fridge Soton	111
CC	31/05/2007	Chilworth	Fridge Leeds	102
CC	30/06/2007	Chilworth	Dish Washer	170
37579	30/06/2007	Chilworth	Furniture - Workstations & Chairs for Temp Office	600
39454	29/08/2007	Chilworth	Various Furniture from Mesophotonics Ltd - re new unit	760
41281	09/10/2007	Chilworth	6 Chairs/6 Peds 6 Meeting chairs 4 large chairs	2,070
598	09/01/2008	Chilworth	Desks, Tables, Chairs, Pedestals & Blue Screens New Office	3,034
783	31/01/2008	Chilworth	R Jackson Dishwasher for office kitchen 03/01/08	155
783	31/01/2008	Chilworth	R Jackson Fridge for office kitchen 03/01/08	140
1889	01/02/2008	Chilworth	12 Black mesh meeting chairs	1,308
1607	28/02/2008	Chilworth	C Grattidge - Sofas for Reception 12/02/08	359
2474	01/03/2008	Chilworth	2 x Beech desk high cupboards	270
2474	01/03/2008	Chilworth	6 x Beech workstations	900
2474	01/03/2008	Chilworth	6 x desk screens	731
2763	01/03/2008	Chilworth	Beech reception desk	795
3726	01/04/2008	Chilworth	Beech Cupboard	135
3726	01/04/2008	Chilworth	2 x Black operators chairs	158
3728	10/04/2008	Chilworth	Beech Cupboard	135
3728	10/04/2008	Chilworth	Beech Mobile Pedestal	89
2413	02/05/2008	Chilworth	Desks with pedestal x 3	394

2413	02/05/2008	Chilworth	Chairs x 4	286
8728	01/11/2008	Chilworth	3 Beech Cupboards 2m 30/10/08	675
11861	04/03/2009	Chilworth	1 1995 Beech Bookcase PO 152	153
12049	17/03/2009	Chilworth	R Jackson Coffee table for office 02/03/09	70
12258	24/03/2009	Chilworth	R Jackson TV 42" wide screen HD & bracket 03/03/09	545
12258	24/03/2009	Chilworth	Sennheiser evolution G2 Radio Mic system 18/03/09	312
12463	31/03/2009	Chilworth	C Grattidge MBNA 02/03/09 Furniture at work	1,497
13679	01/05/2009	Chilworth	4 x Beech Mobile Pedestals	340
15471	29/07/2009	Chilworth	2 x Black 3 lever operator Chairs with height adjustable arm	158
16553	01/09/2009	Chilworth	25% payment for fit out of Unit 3 Benham Campus	6,625
16708	28/09/2009	Chilworth	Furniture for new office - Leather Chairs	673
16708	28/09/2009	Chilworth	Water filter kits - Grn/1st Flr new office	64
16776	28/09/2009	Chilworth	Water Heater for 1st floor Kitchen Benham Campus 21/09/09	568
16776	28/09/2009	Chilworth	Whiteboards for offices & meeting Rooms Benham Campus 21/09/09	400
16925	05/10/2009	Chilworth	Supply and fit new signage for Benham Campus	1,200
16969	05/10/2009	Chilworth	1x Double Glazed window with a blind for 1st floor office	246
17025	08/10/2009	Chilworth	Artwork for Benham	659
17025	08/10/2009	Chilworth	7 x Desk Dividers for Finance Office	1,216
17247	21/10/2009	Chilworth	8 x Desktop Dividers for Finance	1,216
17068	13/10/2009	Chilworth	Kitchen area lunch tables and Chairs	278
17648	21/10/2009	Chilworth	2x Beech Desk High cupboards (PO 231)	270
17626	01/10/2009	Chilworth	1 x Beech Oval Meeting Table 1800 x 1000	225
17469	22/10/2009	Chilworth	6 x Dyson Blade Hand Dryers	3,480
17874	01/11/2009	Chilworth	Whiteboards, shelving for P2 move	360
17874	01/11/2009	Chilworth	Signs for new office/Fire Blanket	219
18310	24/11/2009	Chilworth	Fit out of Benham Campus (Electrics)	500
18309	26/11/2009	Chilworth	Benham Fit out	19,375
18994	31/12/2009	Chilworth	Installation of Intruder Alarm at 3 Benham Campus	2,439
21934	01/02/2010	Chilworth	Board Room Table	437
21934	01/02/2010	Chilworth	2x Desk High Cabinets (C Nichols/C Parr)/ 1x Ped for Carl	399
26636	01/04/2010	Chilworth	18x desks/12x Desk Dividers/18x Black Chairs	3,820
27582	27/04/2010	Chilworth	Solent Interiors - 22 Desks/22 Pedestals and 22 Black Chairs	5,390
29631	05/05/2010	Chilworth	Solent Interiors - 11x Blue Desk Screens	770

35964	22/07/2010	Chilworth	Black leather chair - Rod Jackson	75
38379	09/08/2010	Chilworth	R Jackson - TV+Bracket for SFC corporate box 28/07/2010	559
46598	08/11/2010	Chilworth	EEFS Solution inv 10655 access control system	4,009
48626	23/11/2010	Chilworth	Final inv for install of access system @ Benham/ swipe cards	1,756
51921	01/12/2010	Chilworth	Ikea furniture 09/11/2010	195
49404	03/12/2010	Chilworth	C Vockerodt Ikea furniture London office £40 del- 03/12/10	217
50413	15/12/2010	Chilworth	Kings - centre pods, office chairs, and screens Dec 2010	7,554
50414	15/12/2010	Chilworth	Kings 2 x beech office desks Dec 2010	175
				<hr/>
				93,474
				<hr/>

Invoice Posting Reference	Date of Purchase	Details
120277	08/02/2013	Insight - Toshiba Portégé R830-1G2 asset no 00473 08/02/13
120278	08/02/2013	Insight - Toshiba AC Adapter asset no 00473 08/02/13
120473	15/02/2013	Insight Toshiba Primary Battery x1 asset no 00473 15/02/13
124257	04/04/2013	ZyXel ZyWALL USG-200 firewall Birm Office H.ware 04/05/13
124257	04/04/2013	ViewSonic VX2270Smh-LED Birm Office H.ware 04/05/13
124258	04/04/2013	Microsoft Wired Desktop 400 Birm Office 04/04/13
124424	05/04/2013	HP Probook 4340s Birm Office Hware 05/04/13
124790	18/04/2013	5 VoIP handsets and installation chg B'ham office 18/04/13
125835	26/04/2013	Insight - Toshiba Portege Z930-153 laptop & adapter 26/04/13
125836	26/04/2013	Insight Toshiba Portege Z930-153 power cable 26/04/13
126697	09/05/2013	Insight - 2 GB RAM Upgrade for Tosh 09/05/13
126961	10/05/2013	Insight - Toshiba R930-16W 10/05/13
126961	10/05/2013	Insight - Windows 8 Pro Lic for Toshiba 10/05/13
126785	14/05/2013	Ingram Micro Office 2013 Singl 1 Licence x4 14/05/13
126785	14/05/2013	Ingram Micro Windows CAL Licence x4 14/05/13
126785	14/05/2013	Ingram Micro Exchange STD CAL licence x4 14/05/13
126785	14/05/2013	Ingram Micro Exchange Ent CAL licence x4 14/05/13
126962	14/05/2013	Insight - HP Pro 4300 PC x4 & delivery14/05/13
126962	14/05/2013	Insight - ViewSonic VA1912-LED x8 14/05/13
126962	14/05/2013	Insight - Plantronics Headset cable x 4 14/05/13
127097	15/05/2013	Insight - Plantronics Headset x4 15/05/13
127155	16/05/2013	Insight - Panda AV Licences x4 16/05/13
128767	01/06/2013	Insight - HP Probook 4340s 31/05/13
130906	01/07/2013	M Dunne HD tv screen for Pink Floyd 04/07/13
131123	08/07/2013	Insight HP Probook 4340s & spare charger 08/07/13
131404	15/07/2013	Insight - Toshiba R930-16W x1 15/07/13
131404	15/07/2013	Insight - Windows 8 Pro x1 15/07/13
131431	16/07/2013	Insight - HP Probook 4340s x2 16/07/13
131432	16/07/2013	Insight - Memory Upgrade 2GB DDR3 x1 16/07/13
131809	22/07/2013	Insight Panda Cloud Office licences x 10 22/07/13
133561	09/08/2013	Insight SAS Cable 08/09/2013

133729	13/08/2013	Insight Birm office StarTech Wall Mount Server rack	13/8/13
133730	13/08/2013	Insight HP Smart power adaptor x5	13/8/13
133728	14/08/2013	Insight Birm office ZyXEL Dimension ES-2024PW	13/09/13
133754	16/08/2013	Insight Neo 200s Tape drive	16/08/13
133788	19/08/2013	Insight HP ProBook 4340s - 13" X 2	19/08/13
133809	20/08/2013	Insight OverlandCare 1yr advanced Warranty	20/08/13
135482	01/09/2013	Insight HP SCO8e 6Gb SAS Host bus adapt	23/08/13
135484	01/09/2013	Insight Plantronics Supraplus wired headset x 6	21/08/13
135487	01/09/2013	Insight Plantronics DA40 x 6	22/08/13
135984	12/09/2013	Insight 5 x HP 4300 SFF Win 8 Pro	12/09/13
135985	12/09/2013	Insight 10 x 19inch Viewsonic Displays	12/09/13
135986	16/09/2013	Insight 5 x Plantronics headsets	16/09/13
137916	01/10/2013	Insight hard Drive for D Clay computer	25/09/13
137917	03/10/2013	Insight Plantronics adapter cable x 6	03/10/13
1591404	20/11/2013	Insight MS Windows 7 Professional PC-DVD	20/11/13
1590361	20/11/2013	Insight Connekt gear & Belkin cables	19/11/13
1591478	20/11/2013	Insight MS OEM WinSvr Standard	20/11/13
1604870	01/12/2013	Insight UCS C220 M3 SFF 1XE5-26091X8GB	28/11/13
1591057	01/12/2013	Insight HP MS GEN8 G1510T 2.3 GHZ 2GB UDIMM	01/12/13
1609907	03/12/2013	Insight Cisco ASA 5505 Firewall appliance	03/12/13
1617840	09/12/2013	Insight Cisco 900GB 6Gb SAS 10K RPM x 8	09/12/13
1617840	09/12/2013	Insight Cisco ASA 5512-X 6GE x2	09/12/13
1617840	09/12/2013	Insight Catalyst 2960 X Flexstack plus module x2	09/12/13
1240088	18/12/2013	Insight Catalyst 2960-XR 24 GIGE x2	09/12/13
1240088	18/12/2013	Kaseya Network device pack RMS/NOC	Dec 13
1637094	18/12/2013	Kaseya Network config mgmt pack RMS/NOC	Dec 13
MW 31/12/13	20/12/2013	Insight Cisco L-ASA5512 Security Plus Licence x2	20/12/13
1678300	31/12/2013	NOC/RMS SecureCRT Licences X10	Dec 13
1687754	27/01/2014	Insight HP ProBook 450 G1 J Mills	27/01/14
CG 31/03/14	01/02/2014	Insight HP Dual Port SAS HDD for Exchange Server	01/02/14
1908649	31/03/2014	Tesco direct TV for SOC	11/03/14
JM 31/07/14	01/07/2014	Insight 2 x Lenovo ThinkPad S1 Yoga 20CD Laptops	01/07/14
	01/08/2014	Tech Data 1x HP Proliant DL380p Server	01/08/14

JM 31/07/14	01/08/2014	Tech Data 6x HP 500Gb Midline drives	01/08/14
JM 31/07/14	01/08/2014	Tech Data Freight & payment surcharge	01/08/14
JM 31/07/14	01/08/2014	Tech Data 1x Windows Server 2012 Std	01/08/14
JM 31/07/14	01/08/2014	Tech Data 5x 8Gb RAM Sticks	01/08/14
JM 31/07/14	01/08/2014	Tech data 8x HP 1Tb Midline drives	01/08/14
JM 31/07/14	01/08/2014	Tech Data Freight & payment surcharge	01/08/14
JM 31/07/14	01/08/2014	Tech Data 1x Additional CPU	01/08/14
JM 31/07/14	01/08/2014	Tech Data 6x 2Gb RAM Sticks	01/08/14
145892	18/08/2014	AhsayOBM online backup manager licence	X10 18/08/14
145892	18/08/2014	AhsayUSB Universal Backup system licence	x1 18/08/14
145892	18/08/2014	AhsayOBM exchange mailbox backup licence	x28 18/08/14
2034769	01/10/2014	Insight Lenovo Laptop	x1 26/09/14
2035112	01/10/2014	Insight Lenovo Laptop charger	x1 26/09/14
2054709	09/10/2014	Insight Lenovo ThinkPad	E540 x4 09/10/14
2109041	14/11/2014	Insight Lenovo E540 laptop	£359.99 x 2 14/11/14
2130077	01/12/2014	Insight Hard Disks WD RED 2TB 3.5 IN SATA6	27/11/14
2120654	01/12/2014	Insight UCS Server equipment	21/11/14
2138405	03/12/2014	Insight - Windows 7 ultimate	x 3 03/12/14
2139216	04/12/2014	Insight - Lenovo L440 Laptop	x 3 04/12/14
1859	12/09/2007	Optiplex Desktop	PC
1859	12/09/2007	Optiplex Desktop	PC
1859	12/09/2007	Optiplex Desktop	PC
1859	12/09/2007	Optiplex Desktop	PC
10606	20/01/2009	TV for exhibition Oct 08 (Samsung Reception TV)	
18961	16/12/2009	HP Compaq 6730 Laptops (x5) for IT Stock	
18961	16/12/2009	HP Compaq 6730 Laptops (x5) for IT Stock	
16343	02/09/2009	Marketing Software CS4 Master Collection V4 DVD	
16539	10/09/2009	3 x HP DL380 G6 Servers + £40.00 freight	
16539	10/09/2009	3 x HP DL380 G6 Servers + £40.00 freight	
16539	10/09/2009	3 x HP DL380 G6 Servers + £40.00 freight	
16543	11/09/2009	3x HP DL380 G6 Free CPU Kits	
16543	11/09/2009	3x HP DL380 G6 Free CPU Kits	
16543	11/09/2009	3x HP DL380 G6 Free CPU Kits	

16971	01/10/2009	2x Server Switches for Benham Campus + £7.45 Shipping costs
16971	01/10/2009	2x Server Switches for Benham Campus + £7.45 Shipping costs
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16405	08/09/2009	Benham Network Equipment & £29.15 delivery charge
16537	15/09/2009	Cisco 521 Access Points AUTO AP
2775	16/08/2008	5 x Optiplex PC & screens
16598	16/09/2009	Catalyst 3560 Ethernet Switch
4207	07/05/2008	FP/BL1908WFP UK Ultrasharp 19" Wide Flat Panel
18804	08/12/2009	Adobe CS4 Masters Edition (For Marketing) x 2 + £7.45 Delivery
14362	12/06/2009	Fujitsu Siemens Monitor for Dean inc £10.99 Del Charge
11694	24/02/2009	Laptop for Lizzy Cooper
18603	08/12/2009	L Cass - Motherboard for Lizzy's PC
14342	11/06/2009	4 x Laptops for Immanuel Graham/Geno Williams & 2x IT spares
14342	11/06/2009	4 x Laptops for Immanuel Graham/Geno Williams & 2x IT spares
3005	14/11/2008	2 x Dell Desktop & Screen
44729	01/12/2007	Dell Desktop & Screen
2775	16/08/2008	3 x Optiplex PC & Screens
2775	16/08/2008	3 x Optiplex PC & Screens
2775	16/08/2008	3 x Optiplex PC & Screens
2052	19/11/2007	3 x Desktop PCs & screens
2052	19/11/2007	3 x Desktop PCs & screens
CC	30/11/2008	2x Dell Desktop & Screen
2707	15/07/2008	2 x Optiplex PC & Screens
2707	15/07/2008	2 x Optiplex PC & Screens
40995	10/09/2007	Windows SVR CAL LIC/SA Pack x 20
8036674190	22/08/2008	MOLP/Win Svr User, MOLP/EXCH Std User, MOLP/Office
HQ01/09/08	01/09/2008	5x Win svr user CAL08, 5 x Exch Std User CAL07, 2 x Office07
12780	02/04/2009	Software and Licenses
14608	25/06/2009	Licenses - Windows/Servers/Exchange CALs/Office 2007/Visio

14748	01/07/2009	Adobe CS4 Master Collection 4 Win UPSL & £7.45 postage
15970	01/08/2009	Windows Server/Exchange/Office2007 Licences
16429	11/09/2009	2 x Exchange Servers -ENT 2007 Licences
13116	30/04/2009	K Hanumanthudu- RRA Tool kit- TelePresence - April 09
14705	30/06/2009	1GB Memory for Laptops
16531	17/09/2009	Marketing - Bulk user Import & Export - 04/09/09
16721	27/09/2009	Instal 2 electrical supplies within IT Comms Rm Benham Campu
17874	01/11/2009	ISO Kit 3 Purchase (remaining balance)
11012	31/01/2009	Laptop for R Jackson
15356	13/07/2009	Viewsonic PJ785 Projector +£7.45 delivery charge
16972	01/10/2009	Cisco 5510 Adaptive Security Appliance for Benham Campus
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
184	25/01/2005	E172FP x 7 , E177FPb x 2
185	25/01/2005	Q7T4 x 2 , E176FBm x 3
185	25/01/2005	Q7T4 x 2 , E176FBm x 3
185	25/01/2005	Q7T4 x 2 , E176FBm x 3
185	25/01/2005	Q7T4 x 2 , E176FBm x 3
12781	01/04/2009	Hard Disk and freight charge for next day delivery £25.00
12784	01/04/2009	Memory HP 1GB
12779	02/04/2009	Tape Drive Server HP SC44GE Host Bus Adapter
12782	02/04/2009	Tape Drive QTM LTO-3 Half Height Intern Drive
12783	02/04/2009	Tapes Maxell Ultrium 400-800GB Data Tapes
14602	23/06/2009	4 x Remote Control Software packages
14705	30/06/2009	2GB Memory
14705	30/06/2009	1GB Memory for Laptops
15126	17/07/2009	R Jackson - Portable Teleprompter Kit - 16/07/09
15493	31/07/2009	200102 - Mini Camcorders

15494	31/07/2009	B Uitterlinden - Speakers Monitors
15494	31/07/2009	B Uitterlinden - Digital sound meter/light Meter
15972	10/08/2009	Cisco Small Business Router 8Port (+£7.45 Delivery Charge)
15697	11/08/2009	5 Hard Drives for Server Restore
16356	08/09/2009	HDD Caddy for Dell Servers
16426	11/09/2009	Wireless Access Points (5 fo 8)
16530	14/09/2009	2x MS Servers 2008 ENT OEM
16533	14/09/2009	AP521 Access Point AUTO AP
16540	15/09/2009	12x Hard Drives/3x 1TB Hard drives/3KW UPS
17459	28/10/2009	Cisco IP Phones x 10
18991	08/12/2009	4x Plantronics Supraplus Headsets and Cables (+£10.99 Del)
19955	13/01/2010	Tribox (Call Manager) - Southampton Office (inc £22.99 del)
19956	14/01/2010	4x Barracuda ES Harddrives (Data Servers) - LON (£7.45 Del)
16530	14/09/2009	2x MS Servers 2008 ENT OEM
19959	18/01/2010	4x HP 4510 Probook Laptops (incl £17.29 next day del)
19959	18/01/2010	4x HP 4510 Probook Laptops (incl £17.29 next day del)
19959	18/01/2010	4x HP 4510 Probook Laptops (incl £17.29 next day del)
20001	18/01/2010	D Kirby Tv's for London/Carls office & Board room 18-26/01/10
19957	19/01/2010	Smart UPS Battery for London office
19952	25/01/2010	20 x IP Phones with Display + £11.30 Delivery Charge
21943	01/02/2010	Sage 200 Additional User
21949	01/02/2010	Sage 200 Additional User added 12/2009
22352	05/02/2010	Roll Out video conferencing system (includes £250 Shipping)
22352	05/02/2010	Video Conferencing system with ISDN (includes £250 Shipping)
21076	09/02/2010	InTime Timesheet & Billing System Upgrade to Version 3 (50%)
22253	12/02/2010	Anti Virus Protection Suite (3 years from 09/02/2009)
22059	15/02/2010	20x 22" Viewsonic monitors for the RNA Team
22059	15/02/2010	20x 22" Viewsonic monitors for the RNA Team
22059	15/02/2010	20x 22" Viewsonic monitors for the RNA Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team

22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
22151	15/02/2010	10x Probook 4510S Laptops for New Starters/Aaron's Team
24126	24/02/2010	3x HP 4510 Laptops
23866	01/03/2010	Video Conferencing Systems part 2of2 - includes €500 shipping
24126	24/02/2010	3x HP 4510 Laptops
24126	24/02/2010	3x HP 4510 Laptops
24197	01/03/2010	Adobe Indesign CS4 PC (Includes £10 delivery)
24299	01/03/2010	Novavox 2x ISDN cards for STH and LON Servers (replacements)
24312	01/03/2010	InTime Upgrade to Version 3 (50% of cost)
24247	16/03/2010	5x Compaq 610 Laptops
24293	23/03/2010	5x 13.3" 4510 Probook Laptops
27429	01/04/2010	ProDefence AirMagnet Survey PRO with Planner (incl £8 Del)
24293	23/03/2010	5x 13.3" 4510 Probook Laptops
24293	23/03/2010	5x 13.3" 4510 Probook Laptops
24293	23/03/2010	5x 13.3" 4510 Probook Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27219	13/04/2010	19x Probook 4310S Laptops
27587	22/04/2010	HP Colour Laserjet Printer CM2320FXI
29565	11/05/2010	Attachment card for tape Autoloader (inc £25 deli)
30204	25/05/2010	Windows Office Standard (x1) License
32452	01/06/2010	ePay Bacs Software & Implementation
32463	01/06/2010	8TB Netshare Storage Array
32463	01/06/2010	Tape Autoloader for Backup

32461	02/06/2010	3 Year Warranty for 3TB Network
32455	04/06/2010	Windows Web Server Software
32457	08/06/2010	Wireless Network Antenna for London (+ £7.45 delivery)
32462	13/06/2010	3year Warranty for Tape Autoloader
32464	01/06/2010	Probook Laptop 4310s (x1) includes £10.99 delivery charge
33420	09/06/2010	1x Probook Laptop 5310M (Includes £10.99 delivery Charge)
33524	01/06/2010	SCCP (Protocol) Install on LON & STH Call Manager - Polycomm
34989	01/07/2010	3x HP Probook 4320 Laptops (Insight)
34992	01/07/2010	3x MS Office 2010/Windows Server CAL/Exchange ENT CAL Licenc
34996	01/07/2010	Wireless Network Controller for London Cisco WLC526
35013	02/07/2010	Insight - Panda Managed Office Protection (3 years)
35981	14/07/2010	2x HP Probook 4320 Laptops (Insight)
35983	07/07/2010	Windows Server/Exchange Licences x19, Office Licences x 3
36224	13/07/2010	Windows/Exchange/Office/Project Licences
36526	16/07/2010	Panda AV Licence - Office Protection
36527	15/07/2010	Panda AV Licence - Office Protection
36558	12/07/2010	HP Probook 4320s
38616	18/08/2010	MS Office Licence x 3 - C Allen, B Samsel & G Truszkowski
38616	18/08/2010	Exchange CAL x 2 - D Trapp, R Jordan
41754	03/09/2010	Visio STD (B McIlroy) 2x Exchange/2x Windows Lics
41792	06/09/2010	Sage Winforecast Consolidation Professional Software
41736	17/09/2010	Insight - HP Probook 4320S Laptop for C Knight
41755	17/09/2010	4 Windows/Exchange Lics & 3 Microsoft Office Lics
41880	27/09/2010	2x Exchange CAL/3x Windows Server/1x Office Stand Lics
44164	01/10/2010	3x anti virus license
44375	01/10/2010	3 x Panda cloud office protection
44376	01/10/2010	2 x Panda Cloud Office Protection
44157	08/10/2010	Satellite broadband equipment/install/router/site survey
44184	14/10/2010	2 mailbox license, 2 AD license & 1 file server
44414	19/10/2010	1 HP Probook 4320s, 1 Viewsonic screen
44415	19/10/2010	1 application license, office operating system & 3 AD license
44368	25/10/2010	4 x hard drivers
44414	19/10/2010	1 HP Probook 4320s, 1 Viewsonic screen

44369	25/10/2010	HP Proliant SL360 G6 - Server
45121	29/10/2010	1 Application license, 2 license operating system, 2 mailbox license, 1 application license
46550	01/11/2010	Insight - 1 x Panda Licence
46558	01/11/2010	Insight - Sony Ex7 Projector with FOC Ceiling mount
47370	01/11/2010	Insight - Panda Cloud Office Protection
48578	01/11/2010	Sage Winforecast Upgrade
46541	03/11/2010	Ingram Micro purchase of multiple licences
46558	01/11/2010	Insight - Sony Ex7 Projector with FOC Ceiling mount
47361	10/11/2010	Insight Direct 2xProbook Asset No's 386 & 387
46787	11/11/2010	Ingram Micro Licences - various
47364	16/11/2010	Ingram - windows server licence & exchange licence
48595	26/11/2010	Ingram Micro - windows licences various
50183	09/12/2010	Bond Int EZAccess Server Installation - half day support
50912	09/12/2010	Ingram Micro windows & exc lise, Office, Project & Visio OLP
50759	13/12/2010	Insight Panda Protection x 2
50760	13/12/2010	Insight - Panda Cloud Protection x 2
50758	16/12/2010	Ingram Micro - windows server lise x 3, exch lise x 2
50838	22/12/2010	Ingram Micro - windows & exch server, Office std OLP
50840	22/12/2010	Ingram Micro CSB Gigabit Port
47361	10/11/2010	Insight Direct 2xProbook Asset No's 386 & 387
54300	19/01/2011	Probooks A.Reader, P.Whitlock & B.Utterlinden
56558	31/01/2011	Reanalysis Ing Micr licences
57440	14/02/2011	Ingram - windows x3, exchange x 2, office x 2 licences Feb11
57441	14/02/2011	Ingram 2x window, 1 x exchange, 1 x office licence Feb11
54292	20/01/2011	HP Probooks M.Smith, G Hendy & IT Testing
54292	20/01/2011	HP Probooks M.Smith, G Hendy & IT Testing
57783	23/02/2011	Insight - probook x 1 A.Sutherland
57588	24/02/2011	Ingram, new licences 2 x exchange, 1 x office, 1 x windows
60746	10/03/2011	Insight Probook - M.Percival + del charges
60745	16/03/2011	Ingram Micro, licences various, exchange/visio/office/window
60757	28/03/2011	Ingram 3x windows, 2x exchange, 2 x office licences
63291	01/04/2011	Eureka Sage 200 Add user, annual licence,support, updates
63924	21/04/2011	Ingram, Windows licences x 6, exchange licences x 3

66581	13/05/2011	Ingram Micro 2 x windows, 1 x exchange licence
67799	24/05/2011	Ingram 4 x windows server licences
67799	24/05/2011	Ingram 3 x exchange licences
69213	01/06/2011	Ingram Micro 4 x Office standard licences
72542	08/07/2011	Ingram Micro 4 x Windows Server Licences
72542	08/07/2011	Ingram Micro 1 x Exchange Licence
73760	26/07/2011	Ingram Micro Windows Server Licences x 5
73760	26/07/2011	Ingram Micro Exchange Ent Cal 2010 Licences x 2
73808	31/07/2011	Computers for Creative Team L Doel & D Trapp 13/07/2011
76051	08/08/2011	Ingram 1 x windows server cal licence
76051	08/08/2011	Ingram 2 x exchange ent cal licence
76051	08/08/2011	Ingram 2 x standard cal licence
78850	01/09/2011	N Daniels Microsoft silver enrollment fees July 2011
85160	30/11/2011	Sage 50 Forecasting 2 users 12 months cover Nov 11-Oct 12
73808	31/07/2011	Computers for Creative Team L Doel & D Trapp 13/07/2011
89970	26/01/2012	2 X HP 4330S Laptops 26/01/12
89970	26/01/2012	2 X HP 4330S Laptops 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
89970	26/01/2012	6 X HP 4530S Probooks 26/01/12
99139	30/04/2012	R Jackson replacement PC 18/02/12
107682	23/08/2012	IBM Smartcloud Control Desk 09/07/12 - 13/07/12
107683	23/08/2012	IBM Smartcloud Control Desk Expenses
111455	16/10/2012	Insight - HP Probook 4340s 16/10/12
117389	10/12/2012	R Jackson Toshiba Ultrabook 10/12/12

Hardware/Software	Cost b/f
Hardware	471
Hardware	58
Hardware	79
Hardware	516
Hardware	100
Hardware	15
Hardware	458
Hardware	610
Hardware	780
Hardware	6
Hardware	16
Hardware	371
Software	96
Software	1,078
Software	97
Software	225
Hardware	138
Hardware	1,478
Hardware	520
Hardware	52
Hardware	197
Software	57
Hardware	454
Hardware	833
Hardware	508
Hardware	362
Software	96
Hardware	910
Hardware	13
Software	142
Hardware	68

Hardware	182
Hardware	182
Hardware	276
Hardware	2,576
Hardware	974
Software	581
Hardware	161
Hardware	306
Hardware	144
Hardware	1,847
Hardware	646
Hardware	245
Hardware	46
Hardware	90
Software	144
Hardware	42
Software	452
Hardware	1,057
Hardware	395
Hardware	252
Hardware	2,976
Hardware	3,140
Hardware	876
Hardware	3,240
Software	3,500
Software	1,050
Software	944
Software	581
Hardware	545
Hardware	146
Hardware	1,196
Hardware	1,648
Hardware	1,506

Hardware	1,064
Hardware	52
Hardware	385
Hardware	512
Hardware	2,274
Hardware	34
Hardware	409
Hardware	209
Software	447
Software	60
Software	135
Hardware	472
Hardware	26
Hardware	1,852
Hardware	732
Hardware	268
Hardware	4,315
Software	382
Hardware	1,851
Hardware	258
Hardware	258
Hardware	258
Hardware	258
Hardware	435
Hardware	362
Hardware	362
Software	1,982
Hardware	1,301
Hardware	1,301
Hardware	1,301
Hardware	334
Hardware	334
Hardware	334

Hardware	409
Hardware	409
Hardware	1,585
Hardware	1,585
Hardware	1,585
Hardware	1,585
Hardware	1,585
Hardware	1,585
Hardware	328
Hardware	59
Hardware	3,165
Hardware	112
Software	1,974
Hardware	111
Hardware	1,511
Hardware	160
Hardware	353
Hardware	353
Hardware	142
Hardware	323
Hardware	98
Hardware	98
Hardware	98
Hardware	383
Hardware	383
Hardware	159
Hardware	129
Hardware	129
Software	560
Software	899
Software	899
Software	1,000
Hardware	6,351

Software	1,752
Hardware	668
Software	5,768
Hardware	1,636
Hardware	28
Hardware	538
Hardware	520
Hardware	1,988
Hardware	391
Hardware	438
Hardware	2,967
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	180
Hardware	78
Hardware	78
Hardware	78
Hardware	78
Hardware	394
Hardware	75
Hardware	95
Hardware	850
Hardware	230
Hardware	430
Hardware	29
Hardware	28
Hardware	549
Hardware	248

Hardware	170
Hardware	81
Hardware	153
Hardware	550
Hardware	125
Hardware	821
Software	1,329
Hardware	164
Hardware	2,459
Hardware	520
Hardware	235
Hardware	761
Hardware	267
Software	1,329
Hardware	341
Hardware	341
Hardware	341
Hardware	1,132
Hardware	217
Hardware	1,390
Software	1,000
Software	1,000
Hardware	1,126
Hardware	1,126
Software	3,805
Software	3,510
Hardware	667
Hardware	667
Hardware	667
Hardware	430
Hardware	430
Hardware	430
Hardware	430

Hardware	430
Hardware	430
Hardware	430
Hardware	430
Hardware	430
Hardware	430
Hardware	2,252
Hardware	430
Hardware	430
Software	543
Hardware	180
Software	3,805
Hardware	410
Hardware	560
Software	2,362
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	560
Hardware	576
Hardware	230
Software	266
Software	2,345
Hardware	3,700
Hardware	3,767

Software	1,430
Software	334
Software	197
Software	855
Hardware	571
Hardware	561
Software	195
Hardware	513
Software	942
Hardware	683
Software	156
Hardware	507
Software	1,756
Software	729
Software	52
Software	260
Hardware	507
Software	797
Software	59
Software	249
Software	795
Hardware	536
Software	998
Software	387
Software	156
Software	156
Software	104
Hardware	1,514
Software	618
Hardware	357
Software	655
Hardware	620
Hardware	357

Hardware	1,129
Software	366
Software	52
Hardware	330
Software	52
Software	255
Software	1,401
Hardware	330
Hardware	450
Software	642
Software	163
Software	101
Software	500
Software	887
Software	104
Software	104
Software	122
Software	790
Hardware	143
Hardware	450
Hardware	470
Software	2,603
Software	652
Software	336
Hardware	416
Hardware	416
Hardware	450
Software	345
Hardware	464
Software	466
Software	655
Software	1,133
Software	215

Software	72
Software	83
Software	89
Software	1,066
Software	83
Software	30
Software	105
Software	59
Hardware	930
Software	21
Software	59
Software	96
Software	1,374
Software	594
Hardware	930
Hardware	422
Hardware	422
Hardware	413
Hardware	413
Hardware	413
Hardware	413
Hardware	413
Hardware	413
Hardware	413
Hardware	737
Software	9,870
Software	987
Hardware	487
Hardware	498

235,039

Part 5 – Inventory Insurances

None

Part 6 – P&M Insurances

Aap3 Limited's insurance with Allianz Insurance plc, policy number 07/SB/18489186/02,
expiring on 05/02/16

Part 7 – Real Property Insurances

None

EXECUTION PAGE**FGI**

Executed as a deed, but not delivered until the first date specified on page 1, by **FAUNUS GROUP INTERNATIONAL, INC.** acting by:

In the presence of:

Witness signature

Witness name

Witness address

Witness occupation

Address: 80 Broad Street, 22nd Floor, New York, NY 10004, United States of America

Facsimile No: +1-212-248-3404

Attention: CHRIS FULMAN

THE SECURITY OBLIGORS

Executed as a deed, but not delivered until the first date specified on page 1, by **AAP3 LIMITED** acting by:

In the presence of:

Witness signature

Witness name

Witness address

Witness occupation

Address: 3 Benham Road, Benham Campus Southampton Science Park,
Southampton, Hampshire SO16 7QJ

Facsimile No: 02380 768860

Attention: Mark Wilkinson

EXECUTION PAGE

FGI

Executed as a deed, but not delivered until the
first date specified on page 1, by **FAUNUS**
GROUP INTERNATIONAL, INC. acting by:

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)
)
)

In the presence of:

Witness signature

Witness name

Witness address

Witness occupation

Address: 80 Broad Street, 22nd Floor, New York, NY 10004, United States of America

Facsimile No: +1-212-248-3404

Attention:

THE SECURITY OBLIGORS

Executed as a deed, but not delivered until the
first date specified on page 1, by **AAP3 LIMITED**
acting by:

)
)
)

In the presence of:

Witness signature

)
)
)

Witness name

JONATHAN MILLS

Witness address

5
0
WINCHESTER 2021 205

Witness occupation

FINANCIAL CONTROLLER

Address: 3 Benham Road, Benham Campus Southampton Science Park,
Southampton, Hampshire SO16 7QJ

Facsimile No: 02380 768860

Attention: Mark Wilkinson

Executed as a deed, but not delivered until the first date specified on page 1, by **AAP3 (HOLDINGS) LIMITED** acting by:

In the presence of:

Witness signature

Witness name

Witness address

Witness occupation

JONATHAN MILLS

FINANCIAL CONTROLLER

Address: 3 Benham Road, Benham Campus Southampton Science Park, Southampton, Hampshire SO16 7QJ

Facsimile No: 02380 768860

Attention: Mark Wilkinson