

# MR01

## Particulars of a charge

236248113

# Laserform

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


You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the original.**



A07 02/10/2015 #265  
COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 03476115

Company name in full Phoenix IT Group Limited

5 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 25/09/2015

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC Corporate Trustee Company (UK) Limited

Name (the Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP on behalf of the Security Agent, 01/10-2015 X

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

MR01

Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alexander Bond/Louise Ryberg

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



**Certificate**

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



**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



**Important information**

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



**How to pay**

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

Make cheques or postal orders payable to 'Companies House'.



**Where to send**

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

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

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



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number. 3476115

Charge code: 0347 6115 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2015 and created by PHOENIX IT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2015.

Given at Companies House, Cardiff on 7th October 2015



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS

IN FAVOUR OF  
HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
AS SECURITY AGENT

---

DEBENTURE

---

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
[www.allenoverly.com](http://www.allenoverly.com)

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

*Allen & Overly LLP*  
*01/10 - 2015*

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THIS DEBENTURE is made by way of deed on 25 September 2015

BY:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**") in favour of
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as trustee for each of the Secured Parties under and as defined in the Intercreditor Agreement (the "**Security Agent**")

IT IS AGREED as follows

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Debenture

"**Acceleration Event**" means a Senior Acceleration Event (as defined in the Intercreditor Agreement) or a Second Lien Acceleration Event (as defined in the Intercreditor Agreement) provided that a notice of acceleration has been given pursuant to clause 28.19 of the Senior Facilities Agreement or clause 24.19 of the Second Lien Facility Agreement

"**Account**" means each of the accounts opened or maintained by any Chargor, with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

"**Administration Event**" means the occurrence of an Event of Default under clause 28.6 (*Insolvency*), clause 28.7 (*Insolvency Proceedings*) and/or clause 28.8 (*Creditors' Process*) of the Senior Facilities Agreement in respect of any Chargor or the occurrence of an Event of Default under clause 24.6 (*Insolvency*), clause 24.7 (*Insolvency Proceedings*) and/or clause 24.8 (*Creditors' Process*) of the Second Lien Facility Agreement in respect of any Chargor

"**Charged Assets**" means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture or by law

"**Excluded Insurance Policies**" means third party liability insurance policies, which for these purposes only shall be deemed to include public liability insurance, life insurance, disability insurance, director and officer liability insurance, travel insurance, vehicle insurance and pensions, business interruption, loss of earnings insurance or similar insurance policies

"**Facilities Agreement**" means each of the Senior Facilities Agreement and the Second Lien Facility Agreement



**"Final Discharge Date"** shall bear the meaning given to that term in the Intercreditor Agreement

**"Finance Documents"** means the "Finance Documents" under and as defined in the Senior Facilities Agreement or Second Lien Facilities Agreement

**"Finance Party"** means "Finance Party" under and as defined in the Senior Facilities Agreement or Second Lien Facilities Agreement

**"Fixed Charged Assets"** means all of the assets and undertakings of each Chargor which from time to time are the subject of any fixed charge Security created or expressed to be created by it in favour of the Security Agent by or pursuant to Clause 4 (*Fixed Security*) of this Debenture

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (*Fixed Security*) of this Debenture

**"Freehold Properties"** means the freehold properties specified in Part 1 of Schedule 2 (*Mortgaged Property*),

**"Hedge Counterparty"** has the meaning given to it under the Intercreditor Agreement

**"Hedging Agreement"** has the meaning given to it under the Intercreditor Agreement

**"Insurance Policy"** means any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented), provided that the Excluded Insurance Policies shall not be deemed to constitute a part of the Charged Assets

**"Intellectual Property"** means any patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest, provided that this shall not extend to licences and sub-licences which under their terms prohibit the granting of security by the licensee or the licensor

**"Intercreditor Agreement"** means the intercreditor agreement dated 20 October 2014 as amended and restated on 27 May 2015 between, Daisy Finco Limited as the parent, Daisy Bidco plc as the company, HSBC Bank plc, ING Bank N V and Lloyds Bank plc as the arrangers, HSBC Bank plc as agent and HSBC Corporate Trustee Company (UK) Limited as security agent (as amended and restated)

**"Investments"** means any

- (a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares),
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,

- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time)

**"Leasehold Properties"** means the leasehold properties and other interests specified in Part 2 of Schedule 2 (*Mortgaged Property*)

**"Monetary Claims"** means any book and other debts and monetary claims owing to any Chargor (excluding any Accounts) and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor)

**"Mortgaged Property"** means the Freehold Properties and the Leasehold Properties

**"Notice of Security"** means a notice of assignment or a notice of charge in substantially the form set out in Schedule 4 (*Form of Notice of Security to Account Bank*), Schedule 5 (*Form of Notice of Assignment of Hedging Agreement*) and Schedule 6 (*Form of Notice of Assignment of Insurance Policy*) (each as applicable) or in such form as may be specified by the Security Agent

**"Real Property"** means (including as provided in Clause 1.8 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest

**"Receiver"** means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment

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

- (a) the proceeds of sale or rental of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and

(d) any monies and proceeds paid or payable in respect of that asset

**"Second Lien Facilities Agreement"** means the £22,000,000 facilities agreement dated 27 May 2015 as amended by an amendment letter dated 10 July 2015, amongst others, Daisy Finco Limited as the parent, Daisy Bidco plc as the company and HSBC Bank plc as the agent (as defined therein)

**"Secured Obligations"** means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

**"Security Period"** means the period beginning on the date of this Agreement and ending on the Final Discharge Date

**"Senior Facilities Agreement"** means the £265,000,000 facilities agreement dated 20 October 2014 as amended on 21 October 2014, 18 December 2014 and as amended and restated on 27 May 2015 and as amended by an amendment letter dated 10 July 2015 between, amongst others, Daisy Finco Limited as the parent, Daisy Bidco plc as the company, HSBC Bank plc, ING Bank N V and Lloyds Bank plc as the arrangers, HSBC Bank plc as agent and HSBC Corporate Trustee Company (UK) Limited as security agent

**"Shares"** means any stock, shares, debentures and other securities in a member of the Group held by, to the order of, or on behalf of any Chargor at any time including those listed in Schedule 3 (*Shares*) held by, to the order, or on behalf of any Chargor at any time

**"Specific Contract"** means each Hedging Agreement to the extent that any Chargor is a party

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress)

## 1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Intercreditor Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture

### 1 3 Construction

In this Debenture

- (a) the rules of construction contained in clause 1 2 (*Construction*) of the Senior Facilities Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture,
- (b) any reference to the "**Security Agent**", the "**Agent**", the "**Secured Parties**", the "**Finance Parties**", a "**Chargor**" or the "**Chargors**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement,
- (c) a reference to any matter or circumstance being permitted is to be construed as a reference to any matter or circumstance which is not expressly prohibited, and
- (d) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture

### 1 4 Incorporation of provisions from Senior Facilities Agreement

Clauses 18 2 (*Tax Gross-Up*), 18 3 (*Tax Indemnity*) 20 (*Other indemnities*), 37 (*Notices*), 38 1 (*Accounts*), 38 2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Senior Facilities Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Senior Facilities Agreement were references to this Debenture

### 1 5 Incorporation of provisions from Intercreditor Agreement

Clauses 22 (*Costs and Expenses*) and 23 1 (*Indemnity to the Security Agent*) of the Intercreditor Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Intercreditor Agreement were references to this Debenture

### 1 6 Third Party Rights

Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Rights Act**") to enforce or to enjoy the benefit of any term of this Deed

Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

Any Receiver, or any delegate of the Security Agent or any Receiver, may, subject to this Clause 1 6 (*Third Party Rights*) and the Third Parties Rights Act, rely on any Clause of this Deed which expressly confers rights on it

**1 7 Present and future assets**

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture

**1 8 Real Property**

- (a) A reference in this Debenture to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and belonging to any Chargor and all Related Rights
- (b) The terms of each Facilities Agreement and each other Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

**1 9 Separate Security**

Clauses 4 1 (*Mortgage of Mortgaged Property*) to 5 1 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

**1 10 Security Agent assumes no obligation**

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets

**2 COVENANT TO PAY**

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy its Secured Obligations in accordance with the terms of the Finance Documents

### **3 COMMON PROVISIONS**

#### **3 1 Common provisions as to all Security**

All the Security constituted by or pursuant to this Debenture is

- (a) created with full title guarantee provided that the covenant set out in section 3 Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the Security,
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties, and
- (c) continuing security for the payment and discharge of all the Secured Obligations

### **4 FIXED SECURITY**

Each Chargor charges or assigns and agrees to assign absolutely with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first fixed charge the following

#### **4 1 Mortgage of Mortgaged Property**

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

#### **4 2 Fixed charge over Mortgaged Property**

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4 1 (*Mortgage of Mortgaged Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Mortgaged Property and all Related Rights

#### **4 3 Fixed charge over Tangible Moveable Property**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights, except to the extent mortgaged or charged under Clauses 4 1 (*Mortgage of Mortgaged Property*) or 4 2 (*Fixed charge over Mortgaged Property*) above

#### **4 4 Fixed charge over Accounts**

Each Chargor charges, by way of first fixed charge all of its rights, title and interest from time to time in and to its Accounts and all Related Rights

#### **4 5 Fixed charge over contracts**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts) and all Related Rights

**4 6 Fixed charge over Monetary Claims**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause)

**4 7 Fixed charge over Investments**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**4 8 Fixed charge over Shares**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**4 9 Fixed charge over Intellectual Property**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

**4 10 Fixed charge over goodwill**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

**4 11 Fixed charge over other assets**

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clause 5 1 (*Assignment of Insurance Policies*) and Clause 5 2 (*Assignment of Specific Contracts*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets

## **5 ASSIGNMENT**

Each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all its rights, title and interest from time to time in and to each of the following assets

### **5 1 Assignment of Insurance Policies**

Each Chargor assigns and agrees to assign absolutely all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights

### **5 2 Assignment of Specific Contracts**

Each Chargor assigns and agrees to assign absolutely by way of security all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights

## **6 FLOATING CHARGE**

### **6 1 Floating charge**

- (a) Each Chargor with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,under the section 1A of Insolvency Act 1986
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above

### **6 2 Crystallisation: by notice**

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 6 1 (*Floating charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

- (a) an Acceleration Event has occurred,



- (b) the Security Agent considers (acting reasonably and properly) that all or any part of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, in each case in a manner which has, or is reasonably likely to have, a Material Adverse Effect, or
- (c) any Chargor requests the Security Agent to exercise any of its powers under this Debenture,

provided that paragraph (b) above shall apply only in respect of those Charged Assets which the Security Agent considers (acting reasonably or properly) may be in jeopardy or in danger of being seized or sold

### **6.3 Crystallisation: automatic**

Notwithstanding Clause 6.2 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 6.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge (save, in the case of paragraph (a) below, only in respect of the assets which are purported to be subject to the other Security) if

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facilities Agreement), over any of the Charged Assets,
- (b) an Administration Event occurs, or
- (c) an order is made or a resolution is passed for the winding up or dissolution in respect of any Chargor (other than in respect of a voluntary winding up of a solvent company for the purpose of an amalgamation or reconstruction previously approved by the Security Agent and permitted under the terms of the Finance Documents),
- (d) or any analogous procedure or step is taken in any jurisdiction

## **7 PROVISIONS AS TO SECURITY AND PERFECTION**

### **7.1 Negative pledge and restrictions on dealings**

Except as permitted under the Facilities Agreement, no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of any part of the Charged Assets

### **7.2 No implied covenants for title**

The covenants set out in sections 3(1) and 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Fixed Security*) or 6 (*Floating Charge*)

### **7 3 List of Assets**

Each Chargor shall, if requested by the Security Agent from time to time after the occurrence of an Acceleration Event, as soon as reasonably practicable deliver to the Security Agent (or procure the delivery of) a list of all Accounts and all material Intellectual Property and Insurance Policies

### **7 4 Notice of Security: Accounts**

Each Chargor shall, if requested by the Security Agent, within 5 Business Days of the date of this Debenture (or, if later, within 5 Business Days of the date of opening of the applicable Account) deliver to the Security Agent (or procure the delivery of) a Notice of Security in relation to the Accounts duly executed by, or on behalf of, that Chargor and each such Chargor shall use its reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Security within 20 Business Days from the date of service of the Notice of Security. If such acknowledgement has not been obtained within 20 Business Days then that Chargor's obligation to obtain such acknowledgement shall cease on the expiry of that 20 Business Day period

### **7 5 Notice of Security: Hedging Agreement and Insurance Policies**

- (a) Each Chargor shall, if requested by the Security Agent, within 5 Business Days of the date of this Debenture (or, if later, within 5 Business Days of the execution of a Security Accession Deed by the relevant Chargor), deliver to the Security Agent (or procure the delivery of) a Notice of Security duly executed by, or on behalf of, that Chargor in relation to each Hedging Agreement (to which such Chargor is a party) which is the subject of the Fixed Security or any floating charge which is converted into a fixed charge pursuant to Clauses 6 2 (*Crystallisation by notice*) and 6 3 (*Crystallisation automatic*)
- (b) Each Chargor shall, if required by the Security Agent from time to time after the occurrence of an Acceleration Event, promptly deliver to the Security Agent (or procure the delivery of) a Notice of Security duly executed by, or on behalf of, that Chargor in relation to any Insurance Policies which are the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 6 2 (*Crystallisation by notice*) and 6 3 (*Crystallisation automatic*)
- (c) Each Chargor shall use its reasonable endeavours to procure from each recipient of such a Notice of Security referred to in paragraphs (a) and (b) above an acknowledgement in the form set out therein within 20 Business Days from the date of service of the Notice of Security. If such consent has not been given within 20 Business Days then the relevant Chargor's obligation to obtain such consent shall cease on the expiry of that 20 Business Day period

### **7 6 Deposit of documents of title: Investments**

After the occurrence of an Acceleration Event each Chargor shall promptly on the request of the Security Agent, deposit with the Security Agent (or procure the deposit

of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s))

#### **7 7 Deposit of share certificates**

Subject to the Agreed Security Principles, each Chargor shall

- (a) no later than the date of execution of this Debenture, deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by it or on its behalf), and
- (b) as soon as soon as reasonably practicable and in any event within five Business Days upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may request

#### **7 8 Deposit of title deeds**

Each Chargor shall

- (a) following a written request from the Security Agent from time to time after the occurrence of an Acceleration Event, promptly deposit with the Security Agent (or procure the deposit of) all original deeds, leases, certificates and other documents constituting or evidencing title to the Mortgaged Property which the relevant Chargor (having used its best endeavours to locate and obtain all such title documents) has under its possession or control, and
- (b) at any time thereafter deposit with the Security Agent (or procure the deposit of) any further such original deeds, leases, certificates and other documents, promptly upon coming into possession of any of those items

#### **7 9 Application to the Land Registry**

Each Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Mortgaged Property

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

time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer "

#### **7 10 Registration of Intellectual Property**

Each Chargor shall, if requested by the Security Agent after the occurrence of an Acceleration Event, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property

#### **7 11 Further advances**

- (a) Subject to the terms of the Finance Documents, each Lender is under an obligation to make further advances to each Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture
- (b) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property

#### **7 12 Property Restricting Charging**

- (a) There shall be excluded from the charges created by Clause 4 (*Fixed Security*) and Clause 6 (*Floating Charge*) and from the operation of Clause 8 (*Further Assurance*)
  - (i) any assets in which a Chargor has an interest in respect of which that Chargor is either absolutely or conditionally (including requiring the consent of any third party) prohibited from creating any charge over its interest in the relevant asset in each case until the relevant condition or waiver has been satisfied or obtained,
  - (ii) any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise materially amend any rights, benefits and/or obligations of a Chargor in respect of that asset or undertaking or require that Chargor to take any action materially adverse to the commercial interests of the Group or any member thereof,
  - (iii) any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of any Chargor or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer), and
  - (iv) any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered)

- (b) For all material assets referred to in paragraph (a) above, each relevant Chargor shall use reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition within 20 Business Days of the date of this Debenture. If such consent has not been given within 20 Business Days then the relevant Chargor's obligation to obtain such consent shall cease on the expiry of that 20 Business Day period.
- (c) Notwithstanding paragraph (b) above, no Chargor shall be required to seek consent if it could or is reasonably expected to materially adversely affect the relevant Chargor or its ability to conduct its operations and business in the ordinary course as otherwise permitted by the Finance Documents.
- (d) Immediately upon receipt of the relevant waiver or consent, the formerly excluded assets shall stand charged to the Security Agent under Clause 4 (*Fixed Security*) and Clause 6 (*Floating Charge*), as applicable. If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

#### **7.13 Effect of creating security**

For the avoidance of doubt, the creation of Security over the Charged Assets pursuant to this Debenture shall not impact any Chargor's ability to deal with the Charged Assets in accordance with the terms of the Facilities Agreement.

#### **7.14 Non-perfection**

Without limiting Clause 8 (*Further Assurance*), other than in relation to the Security created in respect of the Mortgaged Property, the Accounts, the Specific Contracts and the Shares as expressly specified in this Debenture, nothing in this Debenture shall require any Chargor, prior to the occurrence of an Acceleration Event, to take any steps to perfect and/or protect any Security created or intended to be created in respect of the Charged Assets.

### **8 FURTHER ASSURANCE**

- (a) Subject to the Agreed Security Principles, each Chargor shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, registrations, notices and instructions) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or the Receiver may reasonably require) in favour of the Security Agent, the Receiver or its nominee(s)
  - (i) to perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law,

- (ii) to confer on the Security Agent or confer on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture (and having regard to the Agreed Security Principles), and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created in favour of the Security Agent or Secured Parties by or pursuant to this Debenture
- (b) Subject to the Agreed Security Principles, each Chargor shall take all such reasonable action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture

## **9 SHARES AND INVESTMENTS**

### **9 1 Dividends prior to an Acceleration Event**

Prior to the occurrence of an Acceleration Event, each Chargor shall be entitled to pay, receive and retain all dividends, interest and other monies arising from the Shares, subject to the terms of the Facilities Agreement

### **9 2 Dividends after an Acceleration Event**

Upon the occurrence of an Acceleration Event, the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 17 (*Application of Proceeds*)

### **9 3 Voting rights prior to Security Agent Notice**

Prior to the giving of notice pursuant to Clause 9 4 (*Voting rights after Security Agent Notice*), legal title to the Shares shall remain with the relevant Chargor and each Chargor shall be entitled to exercise (or refrain from exercising) all voting rights in relation to the Shares

### **9 4 Voting rights after Security Agent Notice**

Subject to Clause 9 5 (*Waiver of voting rights by Security Agent*), upon the occurrence of an Acceleration Event, the Security Agent may (but without having any obligation to do so) give notice to any relevant Chargor (with a copy to the Agent) that this Clause will apply. With effect from the giving of that notice the Security Agent may, at its discretion, in the name of each relevant Chargor or otherwise and without any further consent or authority from that Chargor

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares,

- (b) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require for the purposes of perfecting the Security, and
- (c) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in
  - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof),
  - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities, and
  - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares

#### **9 5 Waiver of voting rights by Security Agent**

- (a) The Security Agent may, in its absolute discretion and without any consent or authority from the other Secured Parties or any relevant Chargor, at any time, by notice to any relevant Chargor (which notice shall be irrevocable), with a copy to the Agent, elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Security Agent pursuant to Clause 9 4 (*Voting rights after Security Agent Notice*)
- (b) Once a notice has been issued by the Security Agent under paragraph (a) above, on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Shares conferred or to be conferred on it pursuant to Clause 9 4 (*Voting rights after Security Agent Notice*) or any other provision of this Debenture and all such rights will be exercisable by the relevant Chargor. Each relevant Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares

### **10 ACCOUNTS**

#### **10 1 Accounts: Operation before Acceleration Event**

Each Chargor shall, prior to the occurrence of an Acceleration Event, be freely entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Facilities Agreement

## **10 2 Accounts: Operation after Acceleration Event**

After the occurrence of an Acceleration Event no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Agent (which shall not be unreasonably withheld or delayed)

## **10 3 Accounts: Application of monies**

The Security Agent shall, upon the occurrence of an Acceleration Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 17 (*Application of Proceeds*)

## **11 MONETARY CLAIMS**

### **11 1 Release of Monetary Claims: After Acceleration Event**

After the occurrence of an Acceleration Event no Chargor shall, except with the prior written consent of the Security Agent, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account

## **12 INSURANCES**

### **12 1 Insurance: Undertakings**

Each Chargor shall at all times during the Security Period, if required by the Security Agent following an Acceleration Event (but subject to the provisions of any lease of the Charged Assets), deposit all Insurance Policies relating to the Charged Assets with the Security Agent

### **12 2 Insurance: Default**

If any Chargor defaults in complying with Clause 12 1 (*Insurance Undertakings*), the Security Agent may (without any obligation to do so) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with the default interest provisions of the Finance Documents

### **12 3 Application of Insurance proceeds**

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies)

- (a) prior to the occurrence of an Acceleration Event, be applied in accordance with the terms of the Facilities Agreement, or if no express application, be retained by the relevant Chargor, and



- (b) after the occurrence of an Acceleration Event, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17 (*Application of Proceeds*) and each Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets

## **13 ENFORCEMENT OF SECURITY**

### **13.1 Enforcement**

Any time after the occurrence of

- (a) an Acceleration Event,
- (b) an Administration Event, or
- (c) a request from any Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion

- (i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit and dispose of all or any part of the Charged Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)), and
- (ii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

## **14 EXTENSION OF POWERS AND RIGHT OF APPROPRIATION**

### **14.1 Extension of powers**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture

### **14.2 Restrictions**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time

after this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*)

#### **14 3 Power of leasing**

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply
- (c) Section 99 of the Law of Property Act 1925 shall not apply so as to confer on any Chargor any additional right to make leases over and above as is permitted pursuant to the remaining terms of this Debenture and the terms of the other Finance Documents

#### **14 4 Financial Collateral**

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent will have the right after this Security has become enforceable, in accordance with Clause 13 (*Enforcement*), to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (b) Where any financial collateral is appropriated
  - (i) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation, or
  - (ii) in any other case, the value of the financial collateral will be such amount as the Facility Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

and each Finance Party will give credit for the proportion of the value of the financial collateral appropriated to its use

## **15 APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **15.1 Appointment and removal**

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent)

- (a) without prior notice to any Chargor
  - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets, or
  - (ii) appoint two or more Receivers of separate parts of the Charged Assets, or
  - (iii) remove (so far as it is lawfully able) any Receiver so appointed, or
  - (iv) appoint another person(s) as an additional or replacement Receiver(s), or
  - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986, and
- (b) following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986
- (c) No Finance Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any acts, defaults or liabilities of the Receiver

### **15.2 Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

### **15 3 Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets

## **16 POWERS OF RECEIVERS**

### **16 1 General**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do, and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to
  - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
  - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed),
  - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets, or
  - (iv) A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Asset

### **16 2 Possession**

A Receiver may take immediate possession of, get in and collect any Charged Asset

### **16 3 Carry on business**

A Receiver may carry on any business of any Chargor in any manner the Receiver thinks fit

### **16 4 Employees**

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as the Receiver thinks fit

(b) A Receiver may discharge any person appointed by any Chargor

### **16 5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Charged Assets either in priority to this Security or otherwise and generally on any terms and for whatever purpose which the Receiver thinks fit

### **16 6 Sale of assets**

A Receiver may sell, exchange, convert into money and realise any Charged Asset by public auction or private contract and generally in any manner and on any terms which the Receiver thinks fit

The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit

Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor

### **16 7 Leases**

A Receiver may let any Charged Asset for any term and at any rent (with or without a premium) which the Receiver thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which the Receiver thinks fit (including the payment of money to a lessee or tenant on a surrender)

### **16 8 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Asset

### **16 9 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Charged Asset

#### **16 10 Lending**

A Receiver may lend money or advance credit to any customer of any Chargor

#### **16 11 Protection of assets**

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Charged Asset,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as the Receiver thinks fit

#### **16 12 Protection of assets**

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Charged Property,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as the Receiver thinks fit

#### **16 13 Other powers**

A Receiver may

- (a) do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Charged Asset all the powers, authorities and things which the Receiver would be capable of exercising if the Receiver were the absolute beneficial owner of that Charged Asset, and
- (c) use the name of the Chargor for any of the above purposes

### **17 APPLICATION OF PROCEEDS**

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or the powers

conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment or other discharge of the costs, charges and expenses incurred and payments made by the Receiver, the payment or other discharge of his remuneration and of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Intercreditor Agreement

## **18 PROTECTION OF PURCHASERS**

### **18 1 Consideration**

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit

### **18 2 Protection of purchasers**

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Agent or such Receiver in such dealings

## **19 POWER OF ATTORNEY**

### **19 1 Appointment and powers**

Subject to Clause 20 2 (*Cumulative rights*) below, each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to

- (a) execute, deliver and perfect a charge by way of legal mortgage (a "**Legal Charge**") over any Mortgaged Property not already the subject of a registrable Legal Charge, and execute, deliver and perfect a Legal Charge over any Real Property not already the subject of a registrable Legal Charge, if the existing floating charge (created under paragraph (a) Clause 6 1 (*Floating charge*) above) crystallises under either of Clauses 6 2 (*Crystallisation by notice*) or 6 3 (*Crystallisation automatic*) above, and
- (b) execute, deliver and perfect all other documents and do all things which the attorney may reasonably consider to be required for
  - (i) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets), and

- (ii) enabling the Security Agent and any Receiver to exercise (subject to Clause 9.5 (*Waiver of voting rights by Security Agent*)), or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, on or after the date upon which this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*)), the exercise of any right of a legal or beneficial owner of the Charged Assets)

## **19.2 Use of powers**

The Security Agent and any Receiver shall only be able to exercise a power of attorney under this Debenture upon

- (a) the occurrence of an Acceleration Event, or
- (b) if a Chargor has failed to comply with the terms of Clause 7 (*Provisions as to Security and Perfection*) and Clause 8 (*Further Assurance*) within twenty Business Days of being notified of such failure (with a copy of such notice being served on the Company) and being requested to comply

## **19.3 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the proper exercise of all or any of his powers

## **20 EFFECTIVENESS OF SECURITY**

### **20.1 Continuing security**

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing
- (b) No part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

### **20.2 Cumulative rights**

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture.



### **20 3 No prejudice**

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right

### **20 4 Remedies and waivers**

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right

### **20 5 No liability**

None of the Security Agent, its nominee(s) or any Receiver shall be liable

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part

### **20 6 Partial invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

### **20 7 Waiver of defences**

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (without limitation and whether or not known to that Chargor or any Secured Party) including

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,

- (b) the release of any other Obligor or 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, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured Obligations,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings

#### **20 8 Chargor intent**

Without prejudice to the generality of Clause 20 7 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

#### **20 9 Immediate recourse**

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

#### **20 10 Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture

- (a) to be indemnified by an Obligor,

- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under this Debenture or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Secured Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under any Finance Document,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Secured Parties to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with this Debenture to be repaid in full and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 17 (*Application of Proceeds*)

## 21 PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself
- (b) The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with the default interest provisions of the Finance Documents

## 22 SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having

been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

## **23 SUSPENSE ACCOUNTS**

- (a) All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations, provided that as soon as the Security Agent has received the full amount of all monies owed to them under this Debenture, all funds standing to the credit of such suspense or impersonal account(s) must be immediately applied towards the discharge of the Secured Obligations
- (b) Save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

## **24 RELEASE OF SECURITY**

- (a) Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security constituted by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to paragraph (b) below and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees
- (b) Notwithstanding paragraph (a) above, if any Chargor is permitted to dispose, lease, licence or otherwise dispose of any Charged Asset under the terms of the Facilities Agreements, the Security Agent shall do all such things as reasonably requested, in accordance with the Intercreditor Agreement, to promptly release all Security over such Charged Asset

## **25 CLAWBACK**

If the Security Agent considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged

## **26 SET-OFF**

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), on or after this Debenture has become enforceable in accordance with Clause 13 (*Enforcement of Security*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the

Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 17 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

## **27 ASSIGNMENT AND CHANGES TO THE PARTIES**

### **27 1 No assignments or transfers by Chargor**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture

### **27 2 Assignments and transfers by the Security Agent**

The Security Agent may assign and transfer all or any of its rights and obligations under this Debenture. The Security Agent shall be entitled to disclose such information concerning any Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

## **28 DISCRETION AND DELEGATION**

### **28 1 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of the Facilities Agreements, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

### **28 2 Delegation**

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself

## **29 GOVERNING LAW**

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

## **30 JURISDICTION**

### **30 1 English Courts**

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture)

### 30.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

### 30.3 Exclusive Jurisdiction

This Clause 30 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 30.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions

**THIS DEBENTURE** has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Agent on the date written on the first page of this Debenture

**SCHEDULE 1  
THE CHARGORS**

<b>Name of Acceding Company</b>	<b>Registered Number</b>	<b>Jurisdiction</b>
Phoenix IT Group Limited	03476115	England and Wales
Phoenix IT Continuity and Resilience Services Limited	02762460	England and Wales
Phoenix IT Continuity Consulting Limited	07106472	England and Wales
Aghoco 1000 Limited	07036589	England and Wales
Phoenix IT Managed Services Limited	01983540	England and Wales
Phoenix IT Services Limited	01466217	England and Wales
Phoenix IT Shared Services Limited	08479033	England and Wales
ICM Computer Group Limited	03134540	England and Wales

**SCHEDULE 2  
MORTGAGED PROPERTY**

**PART 1  
FREEHOLD PROPERTIES**

	Property	Address	Title Number	Owner
1	Phoenix House	Oakwell Way Oakwell Business Park Birstall West Yorkshire WF17 9LU	WYK778888	ICM Computer Group Limited
2	Future Building	Oakwell Way Oakwell Business Park Birstall West Yorkshire WF17 9LU	WYK778888	ICM Computer Group Limited
3	Data Centre	Oakwell Way Oakwell Business Park Birstall West Yorkshire WF17 9LU	WYK778888	ICM Computer Group Limited
4	Wakefield 41 Industrial Park	Wakefield West Yorkshire WF2 0XJ	WYK692897	ICM Computer Group Limited
5	Pheonix House	London Road Sevenoaks Kent TN13 1DE	K853939	ICM Computer Group Limited
6	Unit 4b Snailwell Business Park	Snailwell Road Newmarket CB8 7NB	CB120396	ICM Computer Group Limited
7	Great Park House	Great Park Road Bardley Stoke Bristol BS32 4QG	AV188099	ICM Computer Group Limited
8	Technology House	Hunsbury Hill Avenue Northampton NN4 8QS	NN195431 NN317121	Phoenix IT Services Limited
9	3 Pheonix Place	Pheonix Office Park Nottingham NG8 6BA	GM651770	ICM Computer Group Limited



**PART 2**  
**LEASEHOLD PROPERTIES**

	Property	Address	Title Number	Owner
1	Cornbrook House	1 Brindly Road Old Trafford Manchester	GM651770	ICM Computer Group Limited

**SCHEDULE 3  
SHARES**

Name of Chargor	Shares
Phoenix IT Group Limited (formerly known as Phoenix IT Group plc)	<p>1 ordinary share in Knaves Beech Investments No 1 Limited</p> <p>1,000,000 ordinary shares in Phoenix IT Services Limited</p> <p>1,000 ordinary shares in NDR (Holdings) Limited</p> <p>1 ordinary share in Phoenix IT Trustees Limited</p> <p>1,210,781 ordinary shares in Phoenix International Holdings Limited</p> <p>1 ordinary share in Phoenix IT Shared Services Limited</p> <p>6,080,529 ordinary shares in ICM Computer Group Limited</p>
ICM Computer Group Limited	<p>50,000 ordinary shares in ICM Business Continuity Services Limited (now known as Phoenix IT Continuity and Resilience Services Limited)</p> <p>2 ordinary shares in VHA Limited</p> <p>6,176,500 ordinary shares in Servo Limited (now known as Phoenix IT Managed Services Limited)</p>
Phoenix IT Continuity & Resilience Services Limited (formerly known as ICM Business Continuity Services Limited)	<p>100 ordinary shares in Network Disaster Recovery Limited</p> <p>1 ordinary share in ICM Continuity Consulting Limited (now known as Phoenix IT Continuity Consulting Limited)</p>

Name of Chargor	Shares
Phoenix IT Managed Services Limited (formerly known as Servo Limited)	<p>1,000 ordinary shares in Aghoco 1000 Limited</p> <p>1 ordinary share in ICM Limited</p> <p>100,000 ordinary shares in ICM Computer Group (Scotland) Limited (now known as Phoenix IT Computer Group (Scotland) Limited)</p> <p>7,480 ordinary A shares in ICM Computer Group (Scotland) Limited (now known as Phoenix IT Computer Group (Scotland) Limited)</p> <p>1,000 ordinary shares in Servo Computer Services Limited</p>

**SCHEDULE 4**  
**FORM OF NOTICE OF SECURITY TO ACCOUNT BANK**

To           [Account Bank/other financial institution]

Date        [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] 2015 (the "**Debenture**"), we have charged by way of fixed charge to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") as trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s]       [•]

Sort Code[s]           [•]

Account No[s]          [•]

*[repeat list as necessary]*

Until the occurrence of an Acceleration Event (as defined in the Debenture), we shall remain entitled to exercise all rights, powers and discretions under the Accounts

Following the occurrence of an Acceleration Event, we irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully

for and on behalf of  
[CHARGOR(S)]

**Form of Acknowledgement of Notice of Security by Account Bank**

To [•] (the "Security Agent")

Date

Dear Sirs

We confirm receipt from [*Enter Chargor Name*] (the "**Chargor**") of a notice dated [•] of a fixed charge upon the terms of a Debenture dated [•] 2015 (the "**Debenture**") of all the Chargor[s]/[s'] right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby

[*List relevant accounts here*] (the "**Account[s]**")

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and will not, without the Security Agent's prior written consent, amend or vary any rights attaching to the Account[s]

Following the occurrence of an Acceleration Event, we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account[s] to the Security Agent

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law

Yours faithfully,

for and on behalf of  
[Account Bank/other financial institution]

cc [*Enter Chargor Name*]

**SCHEDULE 5**  
**FORM OF NOTICE OF ASSIGNMENT OF HEDGING AGREEMENT**

To           [•]

Date        [•]

Dear Sirs

We give you notice that, by a Debenture dated [•] (the "**Debenture**"), we have assigned [in equity] to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to [details of contract] (the "**Hedging Agreement**") including all monies which may be payable in respect of the Hedging Agreement

With effect from your receipt of this notice

- (a) all payments by you to us under or arising from the Hedging Agreement (the "**Payments**") shall be made to the Security Agent or to its order as it may specify in writing from time to time [*include details of the account into which sums are to be paid*],
- (b) all remedies provided for in the Hedging Agreement or available at law or in equity shall be exercisable by the Security Agent,
- (c) all rights to compel performance of the Hedging Agreement shall be exercisable by the Security Agent although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Hedging Agreement,
- (d) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Hedging Agreement shall belong to the Security Agent and no changes may be made to the terms of the Contract nor may the Hedging Agreement be terminated without the Security Agent's consent, and
- (e) you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to the Hedging Agreement as it may from time to time request and to send it copies of all notices issued by you under the Hedging Agreement to the Security Agent as well as to us

These instructions may not be revoked, nor may the terms of the Hedging Agreement be amended, varied, waived or terminated without the prior written consent of the Security Agent

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [•] marked for the attention of [•]

Yours faithfully

for and on behalf of  
**[Enter Chargor Name]**

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that

- (i) the Payments shall be made to [*Enter Chargor Name*], and
- (ii) all remedies provided for in the Hedging Agreement (or otherwise available) [and all rights to compel performance of the Contract]/[in respect of the Payments] shall be exercisable by [*Enter Chargor Name*],

[in each case] until you receive written notification from us to the contrary

For and on behalf of the [•]



**SCHEDULE 6**  
**FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICY**

To            *[Insert name of Insurer]*

Date

Dear Sirs

We give you notice that, by a Debenture dated [*•*] 2015 (the "**Debenture**"), we have assigned to HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**") as trustee for the Secured Parties all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**")

With effect from your receipt of this notice we instruct and authorise you to

- (a) make all payments and claims [in excess of £*[•]*] under or arising from the Policy of Insurance to the Security Agent [*insert relevant account number and sort code*] or to its order as it may specify in writing from time to time,
- (b) note the interest of the Security Agent on the Policy of Insurance, and
- (c) disclose to the Security Agent, without further approval from us, such information regarding the Policy of Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance

We will remain liable to perform all our obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy of Insurance

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Security Agent

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [*•*] marked for the attention of [*•*]

Yours faithfully

for and on behalf of  
**[Chargor]**

### **Form of Acknowledgement of Assignment from Insurer**

To            [•] as trustee for the Secured Parties (the "Security Agent")

Date

Dear Sirs

We acknowledge receipt of a notice dated [•] in the terms set out above and confirm that we have not received notice of

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice, or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice,

and will make all payments in the manner and to the account specified in that notice. We confirm that we have made all necessary arrangements for all future payments payable under such Policy of Insurance, to be made into the account specified in the notice.

We further confirm that

- (i) no amendment, waiver or release or any such rights, interest and benefits will be effective without the prior written consent of the Security Agent,
- (ii) no termination of such rights, interests or benefits will be effective unless we have given the Security Agent [21] days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
- (iii) the Chargor will remain liable to perform all its obligations under the Policy of Insurance and the Security Agent is under no obligation of any kind whatsoever under the Policy of Insurance nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy of Insurance, and
- (iv) no breach or default on the part of the Chargor of any of the terms of such Policy of Insurance will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Yours faithfully

for and on behalf of  
***[Insert name of Insurer]***

cc *[Enter Chargor Name]*

**EXECUTION PAGE TO DEBENTURE**

**THE NEW CHARGORS**

**EXECUTED** as a **DEED** by )  
**PHOENIX IT GROUP LIMITED** )  
acting by a director )  
in the presence of: )

REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006

Signature of witness: .....

REDACTED UNDER S  
859G OF THE  
COMPANIES ACT 2006

Name.

*Liam Duncale*  
(in BLOCK CAPITALS)

Address.

REDACTED UNDER S 859G OF THE COMPANIES ACT 2006

**EXECUTED** as a **DEED** by )  
**PHOENIX IT CONTINUITY AND** )  
**RESILIENCE SERVICES LIMITED** )  
acting by a director )  
in the presence of: )

REDACTED UNDER S 859G  
OF THE COMPANIES ACT  
2006

Signature of witness. ....

REDACTED UNDER S  
859G OF THE  
COMPANIES ACT 2006

Name

*Liam Duncale*  
(in BLOCK CAPITALS)

Address:

REDACTED UNDER S 859G OF THE  
COMPANIES ACT 2006

**EXECUTED** as a **DEED** by )  
**PHOENIX IT CONTINUITY** )  
**CONSULTING LIMITED** )  
acting by a director )  
in the presence of: )

REDACTED UNDER S 859G OF  
THE COMPANIES ACT 2006

Signature of witness.

REDACTED UNDER S 859G OF THE  
COMPANIES ACT 2006

Name

*Liam Duncale*  
(in BLOCK CAPITALS)

Address:

REDACTED UNDER S 859G OF THE  
COMPANIES ACT 2006

**EXECUTED as a DEED by**  
**AGHOCO 1000 LIMITED**  
acting by a director  
in the presence of:

)  
)  
)  
REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Signature of witness:

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Name:

*Liam Duncale*  
(in BLOCK CAPITALS)

Address:

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

**EXECUTED as a DEED by**  
**PHOENIX IT MANAGED SERVICES LIMITED**  
acting by a director  
in the presence of:

)  
)  
)  
REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Signature of witness:

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Name

*Liam Duncale*  
(in BLOCK CAPITALS)

Address.

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

**EXECUTED as a DEED by**  
**PHOENIX IT SERVICES LIMITED**  
acting by a director  
in the presence of:

)  
)  
)  
REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Signature of witness:

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

Name.

*Liam Duncale*  
(in BLOCK CAPITALS)

Address.

REDACTED UNDER S.859C OF THE COMPANIES ACT 2006

**EXECUTED** as a **DEED** by  
**PHOENIX IT SHARED SERVICES LIMITED**  
acting by a director  
in the presence of:

Signature of witness:

Name

*LIAM DONCALE*  
(in BLOCK CAPITALS)

Address

**EXECUTED** as a **DEED** by  
**ICM COMPUTER GROUP LIMITED**  
acting by a director  
in the presence of:

Signature of witness:

Name

*LIAM DONCALE*  
(in BLOCK CAPITALS)

Address

**The Security Agent**

**SIGNED by**  
**HSBC CORPORATE TRUSTEE**  
**(UK) LIMITED**  
for and on its behalf  
by its duly authorised Officer

)  
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)  
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)

REDACTED ENDERSWORTH OF THE  
REDACTED

Eliot Solarz  
Director