



Registration of a Charge

Company name: **WESTON CASTLE LIMITED**

Company number: **03607357**

Received for Electronic Filing: **04/01/2017**



X5XFQXU8

Details of Charge

Date of creation: **23/12/2016**

Charge code: **0360 7357 0047**

Persons entitled: **SECURITY TRUSTEE SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

HARRISON CLARK RICKERBYS LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3607357

Charge code: 0360 7357 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by WESTON CASTLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2017 .

Given at Companies House, Cardiff on 5th January 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED ³29th DECEMBER 2016

(1) THE ENTITIES IN PART I OF SCHEDULE 1

and

(2) SECURITY TRUSTEE SERVICES LIMITED

DEBENTURE

CONTENTS

Clause

1.	Definitions and Interpretation	1
2.	Covenant to Pay.....	5
3.	Grant of Security	5
4.	Liability of the Chargors	7
5.	Representations and Warranties	8
6.	General Covenants	9
7.	Property Covenants	13
8.	Investments Covenants.....	16
9.	Equipment Covenants.....	19
10.	Book Debts Covenants	20
11.	Intellectual Property Covenants	20
12.	Powers of the Chargee	21
13.	When Security Becomes Enforceable	22
14.	Enforcement of Security	22
15.	Receiver	25
16.	Powers of Receiver	26
17.	Delegation	29
18.	Application of Proceeds	29
19.	Costs and Indemnity	30
20.	Further Assurance.....	30
21.	Power of Attorney.....	31
22.	Release	31
23.	Assignment and Transfer	31
24.	Set-off.....	32
25.	Amendments, Waivers and Consents.....	32
26.	Severance	33
27.	Counterparts	33
28.	Third Party Rights	33
29.	Further Provisions	33
30.	Notices	36
31.	Governing Law and Jurisdiction	37

THIS DEED is dated 23rd December 2016.

BETWEEN

- (1) THE ENTITIES listed in Part I of Schedule 1 herein as ("Chargors"); and
- (2) SECURITY TRUSTEE SERVICES LIMITED incorporated and registered in England and Wales with company number 08492303 whose registered office is at 6th Floor 55 Bishopsgate, London, EC2N 3AS ("Chargee").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed:

Administrator:	an administrator appointed to manage the affairs, business and property of a Chargor pursuant to clause 12.7.
Agent:	Retail Money Market Ltd trading as RateSetter (Companies House number 07075792) acting as agent for and behalf of the RateSetter Lenders.
Book Debts:	all present and future book and other debts, and monetary claims due or owing to the Chargors, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargors in relation to any of them.
Borrower:	the entity or entities defined in Part II of Schedule 1.
Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Delegate:	any person appointed by the Chargee or any Receiver pursuant to clause 17 and any person appointed as attorney of the Chargee, Receiver or Delegate.
Designated Account:	any account of a Chargor nominated by the Chargee as a designated account for the purposes of this deed.
Environment:	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law:	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties

	and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
Equipment:	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by a Chargor, including any part of it and all spare parts, replacements, modifications and additions.
Finance Parties:	the RateSetter Lenders, the Agent and the Chargee.
Financial Collateral:	shall have the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations:	the Financial Collateral Arrangements (No 2) Regulations 2003 (<i>SI 2003/3226</i>).
Insurance Policy:	each contract and policy of insurance effected or maintained by a Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).
Intellectual Property:	each Chargor's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.
Investments:	all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by a Chargor, including any: <ul style="list-style-type: none"> (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
Loan Agreements	any and all loan agreement(s) between the Borrower and one or more of the Finance Parties arranged through the

	RateSetter Platform together with any other present or future loans provided by any Finance Party to the Borrower.
LPA 1925:	Law of Property Act 1925.
Properties:	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by a Chargor, or in which a Chargor holds an interest, and Property means any of them.
RateSetter Platform	means an automated system operated by or on behalf of RateSetter and/or the RateSetter Lenders, the purpose of which is to facilitate the arrangement of credit agreements between borrowers and lenders, either or both of which may be individuals or corporate bodies.
RateSetter Lenders	those individuals or entities who act as lender under any Loan Agreement(s)
Receiver:	a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Chargee under clause 15.
Secured Assets:	all the assets, property and undertaking for the time being of each Chargor that is subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).
Secured Liabilities:	all present and future monies, obligations and liabilities of the Borrower and any Chargor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with any Loan Agreement, other agreement, understanding or similar, or this deed, (including, without limitation, those arising under clause 29.3(b)), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
Security:	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Financial Collateral	shall have the meaning given to that expression in the

Arrangement:	Financial Collateral Regulations.
Security Period:	the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

In this deed:

- (a) clause headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (e) a reference to **writing** or **written** includes e-mail but not fax;
- (f) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (g) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (h) unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- (i) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (j) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (k) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (l) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (m) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

- (n) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 Clawback

If the Chargee considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of Security Over Real Property

A reference in this deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of a Chargor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 Perpetuity Period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2. COVENANT TO PAY

Each Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Legal Mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee, by way of first legal mortgage, each Property.

3.2 Fixed Charges

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee by way of first fixed charge:

- (a) all Properties acquired by that Chargor in the future;

- (b) all present and future interests of that Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with that Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest); and
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3.

3.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights title and interest in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy.

3.4 Floating Charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Chargee, by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive.

3.5 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 Automatic Crystallisation of Floating Charge

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) any Chargor:
 - (i) creates, or attempts to create, without the prior written consent of the Chargee, any Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor.

3.7 Crystallisation of Floating Charge By Notice

The Chargee may, in its sole discretion, at any time and by written notice to a Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Chargee in that notice.

3.8 Assets Acquired After Any Floating Charge Has Crystallised

Any asset acquired by a Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Chargee confirms otherwise to a Chargor in writing) be charged to the Chargee by way of first fixed charge.

4. LIABILITY OF THE CHARGORS

4.1 Liability Not Discharged

Each Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of a Chargor.

4.2 Immediate Recourse

Each Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against a Chargor.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties

Each Chargor makes the representations and warranties set out in this clause 5 to the Chargee.

5.2 Ownership of Secured Assets

Each Chargor is the sole legal and beneficial owner of the Secured Assets.

5.3 No Security

The Secured Assets are free from any Security other than the Security created by this deed.

5.4 Due Incorporation

Each Chargor is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted.

5.5 Powers

Each Chargor has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this deed and the transactions contemplated by it. No limits on its powers will be exceeded as a result of the grant of Security contemplated by this deed.

5.6 Non-contravention

The entry into and performance by it of, and the transactions contemplated by, this deed do not and will not contravene or conflict with:

- (a) any Chargor's constitutional documents;
- (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
- (c) any law or regulation or judicial or official order applicable to it.

5.7 Authorisations

Each Chargor has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations under this deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

5.8 Binding Obligations

- (a) Each Chargor's obligations under this deed are legal, valid, binding and enforceable.
- (b) This deed creates:
 - (i) valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and
 - (ii) subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets referred to in this deed,

in favour of the Chargee, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

5.9 Registration

It is not necessary to file, record or enrol this deed (other than at Companies House or the Land Registry) with any court or other authority or pay any stamp, registration or similar taxes in relation to this deed or the transactions contemplated by it.

5.10 No Interference in Enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.11 No Overriding Interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.12 Avoidance of Security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of a Chargor or otherwise.

5.13 No Prohibitions or Breaches

There is no prohibition on assignment in any Insurance Policy and the entry into this deed by each Chargor does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on a Chargor or its assets.

5.14 Environmental Compliance

Each Chargor has, at all times, complied in all material respects with all applicable Environmental Law.

5.15 Investments

- (a) The Investments are fully paid and are not subject to any option to purchase or similar rights.
- (b) No constitutional document of an issuer of an Investment, nor any other agreement:
 - (i) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or
 - (ii) contains any rights of pre-emption in relation to the Investments.

5.16 Times for Making Representations and Warranties

The representations and warranties set out in clause 5.2 to clause 5.15 are made by each Chargor on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. GENERAL COVENANTS

6.1 Negative Pledge and Disposal Restrictions

No Chargor shall at any time, except with the prior written consent of the Chargee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

No Chargor shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Chargor's Waiver of Set-off

Each Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by a Chargor under this deed).

6.4 Compliance With Laws and Regulations

- (a) No Chargor shall, without the Chargee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- (b) Each Chargor shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.5 Authorisations

Each Chargor shall promptly obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

6.6 Change of Business

No Chargor shall make any substantial change to the nature or scope of its business as carried out on the date of this deed.

6.7 Enforcement of Rights

Each Chargor shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on each Chargor's counterparties (including each insurer in respect of an Insurance Policy); and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Chargee may require from time to time.

6.8 Notice of Misrepresentation and Breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Chargee in writing of:

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.9 Title Documents

Each Chargor shall, as so required by the Chargee, deposit with the Chargee and the Chargee shall, for the duration of this deed be entitled to hold:

- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of a Chargor (and if these are not within the possession or control of a Chargor, each Chargor undertakes to obtain possession of all these deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Secured Assets that a Chargor is entitled to possess; and
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Chargee may specify from time to time.

6.10 Insurance

- (a) Each Chargor shall insure and keep insured the Secured Assets against:
 - (i) loss or damage by fire or terrorist acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as a Chargor; and
 - (iii) any other risk, perils and contingencies as the Chargee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee, and must be for not less than the replacement value of the relevant Secured Assets.

- (b) Each Chargor shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to the insurance required by clause 6.10(a).
- (c) Each Chargor shall, if requested by the Chargee, procure that a note of the Chargee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 6.10(a) and that the terms of each such insurance

policy require the insurer not to invalidate the policy as against the Chargee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Chargee.

6.11 Insurance Premiums

Each Chargor shall:

- (a) promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.10(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) (if the Chargee so requires) produce to, or deposit with, the Chargee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.10(a).

6.12 No Invalidation of Insurance

No Chargor shall do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.10(a).

6.13 Proceeds of Insurance Policies

All monies received or receivable by a Chargor under any insurance policy maintained by it in accordance with clause 6.10(a) (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

- (a) immediately be paid to the Chargee;
- (b) if they are not paid directly to the Chargee by the insurers, be held by that Chargor as trustee of the same for the benefit of the Chargee (and that Chargor shall account for them to the Chargee); and
- (c) be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this deed has become enforceable and if the Chargee so directs, in or towards discharge or reduction of the Secured Liabilities.

6.14 Information

Each Chargor shall:

- (a) give the Chargee such information concerning the location, condition, use and operation of the Secured Assets as the Chargee may require;
- (b) permit any persons designated by the Chargee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice;
- (c) promptly notify the Chargee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, that Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and

shall, subject to the Chargee's prior approval, implement those proposals at its own expense;

- (d) supply to the Agent all documents dispatched by a Chargor to its shareholders (or any class of them), or its creditors generally, at the same time as they are dispatched;
- (e) supply to the Agent details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against a Chargor as soon as it becomes aware of them and which might, if adversely determined, have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this deed or any document evidencing the Secured Liabilities; and
- (f) supply to the Agent promptly, any further information about the financial condition, business and operations of a Chargor as the Agent may reasonably request.

6.15 Payment of Outgoings

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Chargee.

6.16 Appointment of Accountants

- (a) Each Chargor shall:
 - (i) at its own cost, if at any time so required by the Chargee, appoint an accountant or firm of accountants nominated by the Chargee to investigate the financial affairs of that Chargor and those of its subsidiaries and report to the Chargee; and
 - (ii) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.
- (b) Each Chargor authorises the Chargee to make an appointment as it shall think fit at any time, without further authority from that Chargor. In every case, each Chargor shall pay, or reimburse the Chargee for, the fees and expenses of those accountants.

7. PROPERTY COVENANTS

7.1 Maintenance

Each Chargor shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

7.2 Preservation of Property, Fixtures and Equipment

No Chargor shall, without the prior written consent of the Chargee:

- (a) pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;
- (b) make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or

- (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, a Chargor on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3 Conduct of Business on Properties

Each Chargor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

7.4 Planning Information

Each Chargor shall:

- (a) give full particulars to the Chargee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- (b) at its own expense, immediately on request by the Chargee, and at the cost of the Chargors, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Chargee in making, any objections or representations in respect of that Planning Notice that the Chargee may desire.

7.5 Compliance With Covenants and Payment of Rent

Each Chargor shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Chargee so requires) produce evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed;
- (b) diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and
- (c) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.6 Payment of Outgoings

Each Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

7.7 Maintenance of Interests in Properties

No Chargor shall, without the prior written consent of the Chargee:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or

- (b) in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

7.8 Registration Restrictions

If the title to any Property is not registered at the Land Registry, the Chargors shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Chargee. The Chargors shall be liable for the costs and expenses of the Chargee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

7.9 Development Restrictions

No Chargor shall, without the prior written consent of the Chargee:

- (a) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

7.10 Environment

Each Chargor shall:

- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

7.11 No Restrictive Obligations

No Chargor shall, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

7.12 Proprietary Rights

Each Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Chargee.

7.13 Inspection

Each Chargor shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

7.14 Property Information

Each Chargor shall inform the Chargee promptly of any acquisition by a Chargor of, or contract made by a Chargor to acquire, any freehold, leasehold or other interest in any property.

7.15 VAT Option to Tax

No Chargor shall, without the prior written consent of the Chargee:

- (a) exercise any VAT option to tax in relation to any Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Chargee, before the date of this deed.

7.16 Registration at the Land Registry

Each Chargor consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated (*Date of Charge*) in favour of Security Trustee Services Limited referred to in the charges register."

8. INVESTMENTS COVENANTS

8.1 Deposit of Title Documents

- (a) Each Chargor shall:
 - (i) on the execution of this deed, deliver to the Chargee, or as the Chargee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by a Chargor at that time; and
 - (ii) on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Chargee, or as the Chargee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- (b) At the same time as depositing documents with the Chargee, or as the Chargee may direct, in accordance with clause 8.1(a), each Chargor shall also deposit with the Chargee, or as the Chargee may direct:
 - (i) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of a Chargor, but with the name of the transferee, the consideration and the date left blank; and
 - (ii) any other documents (in each case duly completed and executed by or on behalf of a Chargor) that the Chargee may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Chargee may, at any time and without notice to any Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 Nominations

- (a) Each Chargor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Chargee; and
 - (ii) immediately on receipt by it, forward to the Chargee all communications or other information received by it in respect of any Investments for which it has been so nominated.
- (b) No Chargor shall, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3 Pre-emption Rights and Restrictions on Transfer

Each Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any investments, for the transfer of the Investments to the Chargee or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Chargee may require in order to permit the transfer of the Investments to the Chargee or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8.4 Dividends and Voting Rights Before Enforcement

- (a) Before the security constituted by this deed becomes enforceable, each Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Chargee or any of its nominees, the Chargee will hold all those dividends, interest and other monies received by it for a Chargor and will pay them to a Chargor promptly on request.
- (b) Before the security constituted by this deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Chargee or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of this deed or for any purpose inconsistent with this deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Chargee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Chargee's security under this deed.

- (c) Each Chargor shall indemnify the Chargee against any loss or liability incurred by the Chargee (or its nominee) as a consequence of the Chargee (or its nominee) acting in respect of the Investments at the direction of a Chargor.
- (d) The Chargee shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Chargee considers prejudicial to, or impairing the value of, the security created by this deed.

8.5 Dividends and Voting Rights After Enforcement

After the security constituted by this deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by any Chargor shall be held by that Chargor on trust for the Chargee and immediately paid into a Designated Account or, if received by the Chargee, shall be retained by the Chargee; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Chargee and each Chargor shall, and shall procure that its nominees shall, comply with any directions the Chargee may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6 Calls on Investments

Notwithstanding the security created by this deed, each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. Each Chargor acknowledges that the Chargee shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 No Alteration of Constitutional Documents or Rights Attaching to Investments

No Chargor shall, without the prior written consent of the Chargee, amend, or agree to the amendment of:

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- (b) the rights or liabilities attaching to, or conferred by, all or any of the Investments.

8.8 Preservation of Investments

Each Chargor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:

- (a) consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Chargee or any Chargor in accordance with this deed.

8.9 Investments Information

Each Chargor shall, promptly following receipt, send to the Chargee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

9. EQUIPMENT COVENANTS

9.1 Maintenance of Equipment

Each Chargor shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- (b) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- (c) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 Payment of Equipment Taxes

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Chargee.

9.3 Notice of Charge

Each Chargor:

- (a) shall, if so requested by the Chargee, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This (Item of Equipment) and all additions to it and ancillary equipment are subject to a fixed charge dated (Date of Charge) in favour of Security Trustee Services Limited."

- (b) shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3(a).

10. BOOK DEBTS COVENANTS

10.1 Realising Book Debts

- (a) Each Chargor shall deal with the Book Debts in accordance with any directions given in writing from time to time by the Chargee and, in the absence of such directions, hold the Book Debts on trust for the benefit of the Chargee;
- (b) Each Chargor shall, after the security constituted by this deed becomes enforceable, comply with any notice served by the Chargee on a Chargor prohibiting that Company from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Chargee;
- (c) No Chargor shall, without the prior written consent of the Chargee, withdraw any amounts standing to the credit of any Designated Account; and
- (d) Each Chargor shall, if called on to do so by the Chargee:
 - (i) execute a legal assignment of the Book Debts to the Chargee on such terms as the Chargee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred; and
 - (ii) deliver to the Chargee such information as to the amount and nature of its Book Debts as the Chargee may from time to time reasonably require.

10.2 Preservation of Book Debts

No Chargor shall (except as provided by clause 10.1 or with the prior written consent of the Chargee) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11. INTELLECTUAL PROPERTY COVENANTS

11.1 Preservation of Rights

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

11.2 Registration of Intellectual Property

Each Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Chargee informed of all matters relating to each such registration.

11.3 Maintenance of Intellectual Property

No Chargor shall permit any Intellectual Property to be abandoned, cancelled or to lapse.

12. POWERS OF THE CHARGEЕ

12.1 Power to Remedy

- (a) The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by a Chargor of any of its obligations contained in this deed.
- (b) Each Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Chargee in remedying a breach by a Chargor of its obligations contained in this deed shall be reimbursed by the Chargors to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 19.1.

12.2 Exercise of Rights

- (a) The rights of the Chargee under clause 12.1 are without prejudice to any other rights of the Chargee under this deed.
- (b) The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

12.3 Power to Dispose of Chattels

- (a) At any time after the security constituted by this deed has become enforceable, the Chargee or any Receiver may, as agent for a Chargor, dispose of any chattels or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 12.3(a), each Chargor shall indemnify the Chargee and any Receiver against any liability arising from any disposal made under clause 12.3(a).

12.4 Chargee Has Receiver's Powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Chargee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12.5 New Accounts

- (a) If the Chargee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Chargee may open a new account for any Chargor in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 12.5(a), then, unless the Chargee gives express written notice to the contrary to a Chargor, all payments made by a Chargor to the Chargee shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

12.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with a Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Chargors for the Secured Liabilities.

12.7 Appointment of An Administrator

- (a) The Chargee may, without notice to any Chargor, appoint any one or more persons to be an Administrator of a Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 12.7 shall:
 - (i) be in writing signed by a duly authorised signatory of the Chargee; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Chargee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 12.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When Security Becomes Enforceable

The security constituted by this deed shall become immediately enforceable at any time:

- (a) after the Chargee has demanded payment of the Secured Liabilities;
- (b) any step is taken (including the making of an application or the giving of any notice) by any person to wind up or dissolve the Borrower or a Chargor or to appoint a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of the Borrower or a Chargor or any part of its undertaking or assets; or
- (c) if any Chargor breaches any of the provisions of this deed or any representation or warranty given pursuant to this deed is untrue or misleading in any respect.

13.2 Discretion

After the security constituted by this deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

14. ENFORCEMENT OF SECURITY

14.1 Enforcement Powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 13.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

14.2 Extension of Statutory Powers of Leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of a Chargor, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of a Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

14.3 Access on Enforcement

- (a) At any time after the Chargee has demanded payment of the Secured Liabilities or if a Chargor defaults in the performance of its obligations under this deed, each Chargor will allow the Chargee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Chargee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to any Chargor for, or by any reason of, that entry.
- (b) At all times, each Chargor must use its best endeavours to allow the Chargee or its Receiver access to any premises for the purpose of clause 14.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

14.4 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Chargee may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on any Chargor. All monies paid by the Chargee to an

encumbrancer in settlement of any of those accounts shall, as from its payment by the Chargee, be due from a Chargor to the Chargee on current account and shall bear interest and be secured as part of the Secured Liabilities.

14.5 Protection of Third Parties

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

14.6 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

14.7 No Liability As Mortgagee in Possession

Neither the Chargee, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

14.8 Conclusive Discharge to Purchasers

The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

14.9 Right of Appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this deed and the obligations of any Chargor under it constitute a Security Financial Collateral Arrangement,

the Chargee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Chargee may, in its absolute discretion, determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Chargee may select (including independent valuation).
- (c) Each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

15. RECEIVER

15.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of a Chargor, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

15.2 Removal

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

15.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

15.4 Power of Appointment Additional to Statutory Powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

15.5 Power of Appointment Exercisable Despite Prior Appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Secured Assets.

15.6 Agent of Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until such Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

16. POWERS OF RECEIVER

16.1 General

- (a) Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 16.2 to clause 16.23.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 16 may be on behalf of a Chargor, the directors of that Chargor (in the case of the power contained in clause 16.16) or himself.

16.2 Repair and Develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

16.3 Surrender Leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

16.4 Employ Personnel and Advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by a Chargor.

16.5 Make VAT Elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

16.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Chargee may prescribe or agree with him.

16.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

16.8 Manage or Reconstruct Chargor's Business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of a Chargor.

16.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

16.10 Sever Fixtures and Fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of any Chargor.

16.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

16.12 Valid Receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

16.13 Make Settlements

A Receiver may make any arrangement, settlement or compromise between any Chargor and any other person that he may think expedient.

16.14 Bring Proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

16.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

16.16 Make Calls on Chargor Members

A Receiver may make calls conditionally or unconditionally on the members of any Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of that Chargor on its directors in respect of calls authorised to be made by them.

16.17 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 19, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by each Chargor under this deed.

16.18 Powers Under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

16.19 Borrow

A Receiver may, for any of the purposes authorised by this clause 16, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Chargee consents, terms under which that security ranks in priority to this deed).

16.20 Redeem Prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on any Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

16.21 Delegation

A Receiver may delegate his powers in accordance with this deed.

16.22 Absolute Beneficial Owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

16.23 Incidental Powers

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for each Chargor.

17. DELEGATION

17.1 Delegation

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 21.1).

17.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

17.3 Liability

Neither the Chargee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

18. APPLICATION OF PROCEEDS

18.1 Order of Application of Proceeds

All monies received by the Chargee, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and
- (c) in payment of the surplus (if any) to any other person entitled to it.

18.2 Appropriation

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

18.3 Suspense Account

All monies received by the Chargee, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargors; and

(c) may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

19. COSTS AND INDEMNITY

19.1 Costs

Each Chargor shall, promptly on demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of any Chargor) at the rate of 4% annum above Barclays Bank plc's base rate from time to time.

19.2 Indemnity

Each Chargor shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by any Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 19.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

20. FURTHER ASSURANCE

20.1 Further Assurance

20.2 Each Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or

- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Secured Asset,
- 20.3 including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.
- 21. **POWER OF ATTORNEY**
- 21.1 **Appointment of Attorneys**

By way of security, each Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of that Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

 - (a) such Chargor is required to execute and do under this deed; or
 - (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.
- 21.2 **Ratification of Acts of Attorneys**

Each Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 21.1.
- 22. **RELEASE**
- 22.1 Subject to clause 29.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Chargors, take whatever action is necessary to:
 - (a) release the Secured Assets from the security constituted by this deed; and
 - (b) reassign the Secured Assets to that Chargor.
- 23. **ASSIGNMENT AND TRANSFER**
- 23.1 **Assignment By Chargee**
 - (a) At any time, without the consent of any Chargor, any Finance Party may assign or transfer any or all of its rights and obligations under this deed.
 - (b) Any Finance Party may disclose to any actual or proposed assignee or transferee any information in its possession that relates to a Chargor, the Secured Assets and this deed that the Chargee considers appropriate.
- 23.2 **Assignment By Chargor**

No Chargor may assign any of its rights, or transfer any of its rights or obligations, under this deed.

24. SET-OFF

24.1 Chargee's Right of Set-off

The Chargee may at any time set off any liability of any Chargor to the Chargee against any liability of the Chargee to that Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 24 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

24.2 No Obligation to Set Off

The Chargee is not obliged to exercise its rights under clause 24.1. If, however, it does exercise those rights it must promptly notify the relevant Chargor of the set-off that has been made.

24.3 Exclusion of Chargor's Right of Set-off

All payments made by a Chargor to the Chargee under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

25. AMENDMENTS, WAIVERS AND CONSENTS

25.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

25.2 Waivers and Consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Chargee shall be effective unless it is in writing.

25.3 Rights and Remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

26. SEVERANCE

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

27. COUNTERPARTS

27.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

27.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

27.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

28. THIRD PARTY RIGHTS

28.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

29. FURTHER PROVISIONS

29.1 Independent Security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Secured Assets shall merge in the security created by this deed.

29.2 Continuing Security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this deed in writing.

29.3 Discharge Conditional

Any release, discharge or settlement between a Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Chargee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and
- (b) the Chargee may recover the value or amount of such security or payment from a Chargor subsequently as if the release, discharge or settlement had not occurred.

29.4 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from a Chargor under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

29.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

29.6 Small Company Moratorium

Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by a Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by a Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

- (a) an event under this deed which causes any floating charge created by this deed to crystallise;
- (b) an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by a Chargor; or
- (c) a ground under this deed for the appointment of a Receiver.

30. CHARGE AS SECURITY AGENT

30.1 Declaration of Trust

The Chargee hereby declares itself trustee of the covenants, mortgages and charges of each Chargor contained in this deed and the security and other rights, titles and interests constituted by this deed and of the Secured Assets and all other moneys, property and assets paid to the Chargee or held by the Chargee or received or recovered by the Chargee pursuant to or in connection with this deed with effect from the date of this deed and the Chargee shall hold the same on trust for the Finance Parties and itself and to apply the same in accordance with the provisions of clause 18 (*Application of Proceeds*).

30.2 Appointment

Each Finance Party has appointed the Chargee to act as its agent and trustee in connection with this deed.

30.3 Deemed entitlement

The Chargee may deem and treat each Finance Party as the person entitled to the benefit of this deed in respect of the proportion of the Secured Liabilities which, in accordance with the information provided to the Chargee pursuant to clause 30.4 (*Directions for realisation*), are owing or incurred by the Chargors to such Finance Party for all purposes of this deed unless and until a written notice of assignment or transfer of all or part of such Finance Party's share shall have been filed with the Chargee.

30.4 Directions for realisation

The Agent shall provide the Chargee with all necessary directions in writing so as to enable the Chargee to apply the proceeds of realisation of the security as contemplated by this deed and such other information as it may reasonably require for the purposes of carrying out its duties and obligations under this deed.

30.5 Deposit of documents

The Chargee shall be entitled to place all deeds, certificates and other documents relating to the Secured Assets deposited with it under or pursuant to this deed in any safe deposit, safe or receptacle selected by the Chargee or with any solicitor or firm of solicitors and may make any such arrangements as it thinks fit for allowing the Chargors or their solicitors or auditors access to or possession of such documents when necessary or convenient and the Chargee shall not be responsible for any loss incurred in connection with any such deposit, access or possession.

30.6 Chargee's duty of care

Nothing in this deed shall in any case where the Chargee has failed to show the degree of care and diligence required of it as a trustee having regard to the provisions of this deed exempt the Chargee from or indemnify it against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its duties under this deed.

30.7 Additional statutory rights

In addition to its rights under or by virtue of this deed and the other agreements relating to the Secured Liabilities, the Chargee shall have all of the rights conferred on a trustee by the Trustee Act 1925, the Trustee Delegation Act 1999 and the Trustee Act 2000.

30.8 Indemnity

- (a) Each Finance Party (other than Security Trustee Services Limited in its capacity as Chargee and security agent) shall indemnify the Chargee, within three Business Days of demand, against any cost, loss or liability incurred by the Chargee (otherwise than by reason of gross negligence or wilful misconduct of the Chargee) in acting in its

capacity as Chargee under this deed (unless the Chargee has been previously reimbursed by the Chargors).

- (b) The Chargors shall promptly reimburse on written demand each Finance Party for any payment made by it under the immediately preceding sub-clause.

30.9 Limit on Chargee's Responsibility

The Chargee shall not have any responsibility to any Finance Party:

- (a) to ascertain whether all deeds and documents which should have been deposited with it under or pursuant to this deed have been so deposited;
- (b) to investigate or make any enquiry into the title of the Chargors to the Secured Assets or any part thereof;
- (c) for the failure to register this deed with the Register of Companies;
- (d) for the failure to register this deed in accordance with the provisions of the documents of title of the Chargors to any of the Secured Assets;
- (e) for the failure to take or require the Chargors to take any steps to render this deed effective as regards Secured Assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned; or
- (f) for acting (or as the case may be, refraining from acting) in accordance with the directions of any of the Finance Parties given pursuant to clause 30.4 (*Directions for realisation*).

31. NOTICES

31.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by email, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) each Chargor at the address provided in Part I of Schedule 1 to this deed.
 - (iii) the Chargee at:

6th Floor 55 Bishopsgate, London, EC2N 3AS
Commerciallending@ratesetter.com

Attention: Mark EJ Williams

or to any other address as is notified in writing by one party to the other from time to time.

31.2 Receipt By Chargor

Any notice or other communication that the Chargee gives to a Chargor shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

A notice or other communication given as described in this clause 31.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

31.3 Receipt By Chargee

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

31.4 Service of Proceedings

This clause 31 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32. GOVERNING LAW AND JURISDICTION

32.1 Governing Law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against a Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

32.3 Other Service

Each Chargor irrevocably consents to any process in any legal action or proceedings under clause 32.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been entered into as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1


Part I - The Chargors

Name of Company	Company number	Registered Office
CHORLEY PUB COMPANY LIMITED	05281992	501 GREEN PLACE, WALTON SUMMIT CENTRE, BAMBER BRIDGE, PRESTON, PR5 8AY
LEO TAVERNS LIMITED	10336189	SUITE 6 CHESTNUT HOUSE, HALLIWELL STREET, CHORLEY, LANCASHIRE, ENGLAND, PR7 2AL
WESTON CASTLE GROUP LIMITED	03734046	501 GREEN PLACE, WALTON SUMMIT CENTRE, BAMBER BRIDGE, PRESTON, PR5 8AY
WESTON CASTLE LIMITED	03607357	501 GREEN PLACE, WALTON SUMMIT CENTRE, BAMBER BRIDGE, PRESTON, PR5 8AY

Part II – The Borrower

Name of Company	Company number	Registered Office
LEO TAVERNS LIMITED	10336189	SUITE 6 CHESTNUT HOUSE, HALLIWELL STREET, CHORLEY, ENGLAND, PR7 2AL

EXECUTED as a DEED by
LEO TAVERNS LIMITED
acting by, a director
in the presence of:

) 
)
)

Witness:

Signature



Name

Simon Andrew Robinson

Address

KEVILLS SOLICITORS

ASTLEY HOUSE

5 PARK ROAD

CHORLEY

Occupation

LANCASHIRE PR7 1QS

EXECUTED as a DEED by
WESTON CASTLE LIMITED
acting by, a director
in the presence of:

) 
)
)

Witness:

Signature



Name

Simon Andrew Robinson

Address

KEVILLS SOLICITORS

ASTLEY HOUSE

5 PARK ROAD

CHORLEY

Occupation

LANCASHIRE PR7 1QS

Solicitor

EXECUTED as a DEED by
WESTON CASTLE GROUP LIMITED
acting by, a director
in the presence of:

)
)
)

Witness:

Signature

Name

Address

Occupation

[Redacted Signature]

Simon Andrew Robinson
KEVILLS SOLICITORS

ASTLEY HOUSE
5 PARK ROAD
CHORLEY

LANCASHIRE PR7 1QS

EXECUTED as a DEED by
CHORLEY PUB COMPANY LIMITED
acting by, a director
in the presence of:

)
)
)

Witness:

Signature

Name

Address

Occupation

[Redacted Signature]

Simon Andrew Robinson
KEVILLS SOLICITORS

ASTLEY HOUSE
5 PARK ROAD
CHORLEY

LANCASHIRE PR7 1QS

Solicitor

EXECUTED as a DEED by)
SECURITY TRUSTEE SERVICES LIMITED)
acting by an authorised signatory)
in the presence of:

Witness:

Signature

Name

Address

.....

Occupation