



**Registration of a Charge**

Company name: **SPECTRON SERVICES LIMITED**

Company number: **03697505**

Received for Electronic Filing: **28/06/2019**



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**Details of Charge**

Date of creation: **25/06/2019**

Charge code: **0369 7505 0003**

Persons entitled: **LLOYDS BANK CORPORATE MARKETS PLC AS SECURITY TRUSTEE**

Brief description: **NONE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

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

Certified by:

**ASHURST LLP**



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

Company number: 3697505

Charge code: 0369 7505 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2019 and created by SPECTRON SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2019 .

Given at Companies House, Cardiff on 1st July 2019

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



EXECUTION VERSION

## Debenture

Marex Spectron Group Limited  
and the other companies listed in schedule 1

and

Lloyds Bank Corporate Markets plc  
as Security Agent

25 June 2019

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THIS DEED is made on 25 June 2019

**BETWEEN:**

- (1) **MAREX SPECTRON GROUP LIMITED** (a company incorporated in England and Wales with company number 05613060) (the "**Company**");
- (2) **THE COMPANIES** listed in schedule 1 (Chargors); and
- (3) **LLOYDS BANK CORPORATE MARKETS PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Assigned Agreements"** means the contracts listed in schedule 5 (Assigned Agreements) or in any Security Accession Deed and any other agreement designated as an Assigned Agreement by the relevant Chargor and the Security Agent;

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

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

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

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

**"Collection Accounts"** means the accounts listed in schedule 4 (Collection Accounts (Not Blocked)) or in any Security Accession Deed, and any other Bank Account (that is not an Excluded Account) which is designated as a Collection Account by the relevant Chargor and the Security Agent, and any replacement account or sub-account of that account;

**"Declared Default"** means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 26.21 (Acceleration) of the Facilities Agreement;

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

**"Distribution Rights"** means all dividends, distributions, interest and/or other income paid or payable on any Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

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

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

**"Excluded Accounts"** means the accounts subject to the security permitted pursuant to clause 25.3(c)(i) (Negative Pledge) of the Facilities Agreement;

**"Excluded Investments"** means:

- (a) all stocks, shares, debentures, loan stock and other securities deposited from time to time in the Excluded Accounts; and
- (b) all investments held or traded by a Chargor on behalf of its customers in the ordinary course of its business;

**"Excluded Third Party Assets"** means any client funds or collateral which is held on trust or on a segregated basis and which is not beneficially owned by a Chargor, in each case, as required under applicable laws and regulations, under the terms and conditions of a securities exchange or consistent with a client agreement;

**"Facilities Agreement"** means the revolving loan facility made between the Company, Lloyds Bank Corporate Markets plc as facility agent and others dated 6 June 2014 as amended and restated on 4 June 2015, 5 May 2017 and 27 April 2018 and as amended on 5 March 2019 and as further amended and restated on or about the date of this deed;

**"Finance Documents"** means the Finance Documents as defined in the Facilities Agreement;

**"Finance Parties"** means the Finance Parties as defined in the Facilities Agreement;

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

**"Insurances"** means the benefit arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any) listed in any Security Accession Deed including any key-person policies but excluding any third party liability insurance and any directors' and officers' insurance;

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

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

**"Lenders"** means the Lenders as defined in the Facilities Agreement;

**"Permitted Financing"** shall have the meaning given to that term in the Facilities Agreement;

**"Permitted Financing Floating Charge"** means any floating charge created from time to time over the Receivables by any Chargor in favour of a lender who is providing Permitted Financing;

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

**"Receivables"** means, in relation to each Chargor, all book and other debts of any nature, and all other rights to receive money, now or in the future, due or owing to such Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees or indemnities of any kind, arising out of or in connection with the provision of goods and services to any person in the ordinary course of trading;

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

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

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) any monies and proceeds paid or payable in relation to that asset;
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (d) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

**"Secured Obligations"** means all present and future liabilities and obligations at any time due, owing or incurred by any Obligor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006;

**"Secured Parties"** means the Finance Parties and any Receiver or Delegate;

**"Security Accession Deed"** means a deed executed by a member of the Group substantially in the form set out in schedule 8 (Form of Security Accession Deed), with those amendments which the Security Agent may approve or reasonably require; and

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

## 1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
  - (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
  - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facilities Agreement apply equally to the construction of this deed, except that references to the Facilities Agreement will be construed as references to this deed;
  - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iv) any **"Chargor"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and



transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

- (v) this "**deed**" includes any Security Accession Deed;
  - (vi) a "**Finance Document**" or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
  - (vii) "**Including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly;
  - (viii) "**losses**" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "**loss**" shall be construed accordingly;
  - (ix) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
  - (x) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (xi) a provision of law is a reference to that provision as amended or re-enacted; and
  - (xii) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule heading are for ease of reference only.
  - (c) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Real Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
  - (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 Third Party Rights

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

## 2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand of the Security Agent pay,

discharge and satisfy the Secured Obligations when they fall due and payable in accordance with the terms of the Finance Documents.

### **3. CHARGING CLAUSE**

#### **3.1 Fixed Charges**

Each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights (except to the extent such asset is an Excluded Third Party Asset):

- (a) by way of first legal mortgage, all Real Property (except to the extent the grant of such legal mortgage would require the consent of a third party); and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Real Property (except to the extent the grant of such fixed charge would require the consent of a third party);
  - (ii) all Subsidiary Shares and corresponding Distribution Rights;
  - (iii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) its goodwill and uncalled capital;
  - (vii) all Collection Accounts;
  - (viii) all Intellectual Property (except to the extent the grant of such fixed charge would require the consent of a third party);
  - (ix) the benefit of all consents, licences and authorisations held by it in connection with its business or the use of any of its assets;
  - (x) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Assigned Agreements; and
  - (xi) to the extent not effectively assigned by clause 3.2 (Security Assignment), the Insurances.

Where third party consent is required for the grant of security over any assets listed in paragraphs (a), (b)(i) or (b)(viii) above, promptly upon the request of the Security Agent, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition, and, where the relevant lease, licence or agreement relating to such asset provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of the negotiations. Forthwith upon receipt of the relevant waiver or consent, the relevant asset shall stand charged to the Security Agent under this clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage, fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

### 3.2 Security Assignment

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

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

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

### 3.3 Fixed Security

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

### 3.4 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights. For the avoidance of doubt, Excluded Third Party Assets shall not be subject to such first floating charge.

### 3.5 Conversion of Floating Charge

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

the Security Agent may, by notice to any Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets (excluding Receivables in the circumstances where a Permitted Financing is outstanding) which it specifies in the notice.

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

- (c) If an outstanding Permitted Financing Floating Charge has been converted into a fixed charge, the Security Agent may by notice to the relevant Chargor convert the floating charge into a fixed charge as regards those Receivables.

### **3.6 Automatic Conversion of Floating Charge**

If:

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

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

## **4. FURTHER ASSURANCE**

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

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Real Estate**

Each Chargor represents and warrants to the Security Agent on the date of this deed that Schedule 2 (Real Property) identifies all Real Property situated in England and Wales which is beneficially owned by it as at the date of this deed.

## **6. UNDERTAKINGS - GENERAL**

### **6.1 Duration of Undertakings**

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

### **6.2 Negative Pledge**

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

### **6.3 Disposal Restrictions**

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

### **6.4 Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Chargor will, subject to the rights of any prior encumbrancer, promptly deliver to the Security Agent all documents relating to the Charged Property which the Security Agent from time to time reasonably requires.
- (b) The Security Agent may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Chargor (or its nominee) before that time, it may by notice to the relevant Chargor require that the relevant document be redelivered to it and the relevant Chargor shall promptly comply (or procure compliance) with that notice.

### **6.5 Power to Remedy**

If a Chargor fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent notifying the relevant Chargor that remedy is required, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any action on behalf of that Chargor which is necessary to ensure that those covenants are complied with.

## **7. REAL PROPERTY**

### **7.1 Perfection of Real Property Security**

- (a) Subject to the rights of any prior mortgagee, each Chargor will, promptly following execution of this deed or (if later) acquisition of Real Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Real Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) In relation to Real Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Real Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of ● (as security agent) referred to in the charges register."

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

## **8. INVESTMENTS**

### **8.1 Investment Acquisitions**

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

### **8.2 Voting and Distribution Rights**

- (a) Until a Declared Default occurs, the relevant Chargor may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which adversely affects the validity or enforceability of the Security created by this deed or would cause an Event of Default to occur.
- (b) On and after the occurrence of a Declared Default:
  - (i) the relevant Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Collection Account; and
  - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Chargor will promptly comply with any direction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Chargor the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way

of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

### 8.3 **Perfection of Investments Security**

Subject to the rights of any prior mortgagee, each Chargor will, promptly following the execution of this deed or (if later) acquisition of an Investment, deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest (to the extent not already held by the Security Agent pursuant to the debenture entered into on 6 June 2014) together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of a Declared Default or if the Security Agent reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 15 (Attorney) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s).

## 9. **EQUIPMENT**

Each Chargor will keep all Equipment in which it has an interest comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order.

## 10. **BOOK DEBTS**

### 10.1 **Restriction on Dealings**

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

## 11. **BANK ACCOUNTS**

- (a) Other than in the circumstances described in paragraph (b) below, each Chargor will, promptly following execution of this deed or (if later) designation of a Bank Account as a Collection Account:
  - (i) give notice (substantially in the form set out in schedule 7 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account (each an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) on the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of the delivery of such notice. If the Chargor has used its reasonable endeavours but has not been able to obtain acknowledgement, its obligation to obtain acknowledgement shall cease of the expiry of that 20 Business Days period.
- (b) Where the Security Agent is an Account Bank in relation to any Collection Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 7 (Form of notice to Account Banks).

## **12. INTELLECTUAL PROPERTY**

### **12.1 Intellectual Property Acquisitions**

Each Chargor will provide such information to the Security Agent as it may reasonably request in relation to any interest in Intellectual Property which is of material value to its business.

### **12.2 Perfection of Intellectual Property Security**

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

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

## **13. ASSIGNED AGREEMENTS**

### **13.1 Performance and Maintenance of Agreements**

Each Chargor will:

- (a) duly perform all its obligations under the Assigned Agreements;
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Assigned Agreements, except with the prior consent of the Security Agent.

### **13.2 Proceeds of Assigned Agreements**

Each Chargor will, as agent for the Security Agent, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into a Collection Account, and, pending that payment, hold those proceeds on trust for the Security Agent.

### **13.3 Perfection of Assigned Agreements Security**

Each Chargor will, promptly following a Declared Default:

- (a) give notice (substantially in the form set out in schedule 6 (Forms of notice to counterparties of Assigned Agreements)) to the other parties to the Assigned Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent



**14. INSURANCES**

**14.1 Proceeds of Insurances**

Each Chargor will, following a Declared Default, collect all amounts payable to it under the Insurances and forthwith pay those monies into a Collection Account, and, pending that payment, hold those proceeds on trust for the Security Agent.

**14.2 Perfection of Insurances Security**

Each Chargor will, following a Declared Default, promptly following request by the Security Agent, deposit with the Security Agent (or as it shall direct) all policy documents relating to the Insurances.

**15. ATTORNEY**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of this deed; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by this deed or by law,

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

**16. ENFORCEMENT**

**16.1 Exercise of Enforcement Powers**

At any time after a Declared Default has occurred and notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to a Chargor, or if any event specified in clause 26.7 (Insolvency Proceedings) of the Facilities Agreement has occurred:

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

**16.2 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) and (e) below, at any time after:
  - (i) a Declared Default has occurred;
  - (ii) any event specified in clause 26.7 (Insolvency Proceedings) of the Facilities Agreement has occurred;

(iii) notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor; or

(iv) if so requested by the relevant Chargor,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

### 16.3 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226).
- (b) At any time after a Declared Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

### 16.4 Restriction on Withdrawal of Dealing Authority

The Security Agent shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 7 (Form of notice to Account Banks) unless and until a Declared Default has occurred or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen.

## 17. EXTENSION AND VARIATION OF STATUTORY POWERS

### 17.1 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly

excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

#### **17.2 Section 101 LPA Powers**

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

#### **17.3 Powers of Leasing**

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

#### **17.4 Restrictions Disapplied**

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

### **18. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

#### **18.1 Receiver as Agent**

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

#### **18.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions to the extent necessary to dispose of the Charged Property and to perform its obligations;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;

- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Real Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Real Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 18.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

### **18.3 Removal of Receiver**

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

### **18.4 Remuneration of Receiver**

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

### **18.5 Several Receivers**

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

**19. PROTECTION OF THIRD PARTIES**

**19.1 No Obligation to Enquire**

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

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

**19.2 Receipt Conclusive**

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

**20. PROTECTION OF SECURITY AGENT AND RECEIVER**

**20.1 Role of Security Agent**

The provisions set out in clause 30 (The Security Agent) of the Facilities Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

**20.2 Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

**20.3 No Liability**

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

**20.4 Possession of Charged Property**

Without prejudice to clause 20.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

**21. APPLICATION OF ENFORCEMENT PROCEEDS**

**21.1 Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to

this deed or otherwise on account of any Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.

- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

## **22. PROTECTION OF SECURITY**

### **22.1 Continuing Security**

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

### **22.2 Other Security**

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

### **22.3 Cumulative Powers**

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

### **22.4 Amounts Avoided**

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

### **22.5 Discharge Conditional**

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

### **22.6 Waiver of Defences**

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

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

#### **22.7 Non-competition**

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

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

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 21 (Application of Enforcement Proceeds).

#### **22.8 Subsequent Security - Ruling-off Accounts**

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

#### **22.9 Redemption of Prior Charges**

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

**23. COSTS AND EXPENSES**

**23.1 Initial Expenses**

The Company shall, subject to any prior agreed cap on such costs and expenses, on demand pay to each of the Security Agent and any Receiver the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Security Agent, by any Delegate) in connection with:

- (a) the negotiation, preparation, printing, execution, completion and perfection of this deed and any other documents referred to in, or incidental to, this deed; and
- (b) any amendment, waiver or consent relating to this deed (and documents, matters or things referred to in this deed).

**23.2 Enforcement Expenses**

The Company shall, within three Business Days of demand, pay to each of the Security Agent, any Receiver and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any proceedings instituted by or against the Security Agent and any Secured Party as a consequence of taking or holding the security created by this deed or enforcing these rights.

**23.3 Stamp Duties, etc**

The Company shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed.

**24. SET-OFF**

Any Secured Party may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**25. NOTICES**

**25.1 Communications in Writing**

Any communication made under or in connection with this deed shall be made be in writing and, unless otherwise stated, may be made by fax or letter.

**25.2 Addresses**

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is:



- (a) as shown immediately after its name on the execution pages of this deed (in the case of any person who is a party as at the date of this deed);
- (b) in the case of any person who becomes a party after the date of this deed, notified in writing to the Security Agent on or prior to the date on which it becomes a party,

or any substitute address or fax number as the party may notify to the Security Agent (or the Security Agent may notify to the parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **25.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 25.2 (Addresses), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

### **25.4 Electronic Communication**

Any communication to be made in connection with this deed, between any two parties to this deed may be made by electronic mail or other electronic means:

- (a) to the extent that those two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between those two parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

**26. CHANGES TO PARTIES**

**26.1 Assignment by the Security Agent**

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

**26.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 28 (Changes to the Obligors) of the Facilities Agreement, and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

**26.3 Consent of Chargors**

Each Chargor consents to the accession to this deed of additional Chargors and irrevocably appoints the Company as its agent for the purpose of executing any Security Accession Deed on its behalf.

**27. CURRENCY**

**27.1 Conversion**

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

**27.2 No Discharge**

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

**28. MISCELLANEOUS**

**28.1 Certificates Conclusive**

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

**28.2 Invalidity of any Provision**

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

**28.3 Counterparts**

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

**28.4 Failure to Execute**

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

**28.5 Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Chargor, the Security Agent and each Secured Party shall, at the request and cost of each Chargor, take any action which may be necessary to release and cancel the Security constituted by this deed and procure the reassignment to the Chargors of the property and assets assigned to the Security Agent pursuant to this deed.

**29. GOVERNING LAW AND JURISDICTION**

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

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

## **SCHEDULE 1**

### **Chargors**

<b>Name</b>	<b>Registered Number</b>
Marex Financial (formerly known as Marex Financial Limited)	05613061
Marex Spectron International Limited	03938219
Spectron Services Limited	03697505
Marex Spectron Group Limited	05613060

## **SCHEDULE 2**

### **Real Property<sup>1</sup>**

#### **Registered Land**

<b>Chargor</b>	<b>County and District (or London Borough)</b>	<b>Address or description</b>	<b>Title No:</b>
Marex Financial (formerly known as Marex Financial Limited)	City of London	Level 5, 155 Bishopsgate, London, EC2M 3TQ	AGL236182
Marex Financial (formerly known as Marex Financial Limited)	City of London	Fourth Floor and Basement Storage, 25 Copthall Avenue, London EC2R 7BP	NGL876711

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<sup>1</sup> Temple to confirm

### SCHEDULE 3

#### Subsidiary Shares

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares <sup>5</sup>
Marex Spectron Group Limited (05613060)	Spectron Services Limited (03697505)	1,044,932 (ordinary, fully paid shares)	NA
Marex Spectron Group Limited (05613060)	Marex Spectron International Limited (formerly known as Spectron Energy Services Limited) (03938219)	960,000 (ordinary, fully paid shares)	NA
Marex Spectron Group Limited (05613060)	Marex Financial (formerly known as Marex Financial Limited) (05613061)	97,000,001 (ordinary, fully paid shares)	NA
Marex Spectron Group Limited (05613060)	CSC Commodities UK Limited (08714321)	8,427,003 (ordinary, fully paid shares)	NA

## SCHEDULE 4

### Collection Accounts (Not blocked)<sup>2</sup>

Chargor	Account Bank	Sort Code/BIC	Account Number
Marex Financial	Deutsche Bank, London		
Marex Financial	Deutsche Bank, London		
Marex Financial	Deutsche Bank, London		
Marex Financial	Deutsche Bank, London		
Marex Financial	HSBC, LONDON		
Marex Financial	Barclays Bank, PLC		
Marex Financial	Barclays Bank, PLC		
Marex Financial	Barclays Bank, PLC		
Marex Financial	Barclays Bank, PLC		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		

<sup>2</sup> Temple to confirm

Chargor	Account Bank	Sort Code/BIC	Account Number
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	NATWEST BANK, LONDON		
Marex Financial	NATWEST BANK, LONDON		
Marex Financial	NATWEST BANK, LONDON		
Marex Financial	HSBC, LONDON		
Marex Financial	NATWEST BANK, LONDON		
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Marex Financial	HSBC, LONDON		
Marex Financial	HSBC, LONDON		
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Marex Financial	HSBC, LONDON		
Marex Financial	LLOYDS BANK, LONDON		
Marex Financial	LLOYDS BANK, LONDON		
Marex Financial	LLOYDS BANK, LONDON		
Marex Financial	JPM CHASE, LONDON		
Spectron Services Limited	NATWEST BANK, LONDON		
Spectron Services Limited	NATWEST BANK, LONDON		
Spectron Services Limited	NATWEST BANK, LONDON		
Marex Spectron Group Limited	HSBC, LONDON		
Marex Spectron Group Limited	HSBC, LONDON		
Marex Spectron Group Limited	HSBC, LONDON		
Marex Spectron Group Limited	HSBC, LONDON		
Marex Spectron International Limited	NATWEST BANK, LONDON		



Chargor	Account Bank	Sort Code/BIC	Account Number
Marex Spectron International Limited	NATWEST BANK, LONDON		
Marex Spectron International Limited	NATWEST BANK, LONDON		
Marex Spectron International Limited	NATWEST BANK, LONDON		
Marex Spectron International Limited	NATWEST BANK, LONDON		
Marex Spectron International Limited	NATWEST BANK, LONDON		

**SCHEDULE 5**

**Assigned Agreements (Contracts)**

NONE

## SCHEDULE 6

### Form of notice to counterparties of Assigned Agreements

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

Dated: ●

Dear Sirs

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

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

We further notify you that:

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

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

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

*[On acknowledgement copy]*

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

Copy to: *[insert name and address of Chargor]*

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

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

**Dated:** ●

## SCHEDULE 7

### Form of notice to Account Banks

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

Dated: ●

Dear Sirs

Re: **The Marex Group of Companies - Security over Bank Accounts**

We notify you that the companies identified in the schedule to this notice (the "**Customers**") have charged in favour of Lloyds Bank Corporate Markets plc (the "**Security Agent**") for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
  - (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party [other than any notice we have previously delivered to you with respect to any existing security over the Charged Accounts which we have granted to the Security Agent];
  - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current

account netting arrangements previously approved in writing by the Security Agent; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

#### **Schedule**

<b>Customer</b>	<b>Account Number</b>	<b>Sort Code</b>	<b>Status</b>
●	●	●	Not blocked

Yours faithfully,

.....  
**Name:**

for and on behalf of

**[Company]**

as agent for and on behalf of  
all of the Customers

Counter-signed by

.....  
**Name:**

for and on behalf of

**Lloyds Bank Corporate Markets plc**

**[On acknowledgement copy]**

To:                      Lloyds Bank Corporate Markets plc

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

.....  
**Name:**

for and on behalf of

**[Insert name of Account Bank]**

Dated:                      ●

## SCHEDULE 8

### Form of Security Accession Deed

**THIS SECURITY ACCESSION DEED** is made on ●

**BETWEEN:**

- (1) ● (a company incorporated in [●] with registered number ●) (the **"New Chargor"**);
- (2) [●] (a company incorporated in England and Wales with company number [●]) (the **"Obligors' Agent"**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) Lloyds Bank Corporate Markets plc as security trustee for itself and the other Secured Parties (the **"Security Agent"**).

**RECITAL:**

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

**NOW THIS DEED WITNESSES** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

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

**1.2 Construction**

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

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

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

**2.2 Covenant to Pay**

The New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.



### 2.3 Fixed Charges

Each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights (except to the extent the grant of such fixed charge or mortgage would require the consent of any third party (an "Excluded Asset")):

- (a) by way of first legal mortgage, all Real Property; and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3(a)) in any Real Property;
  - (ii) all Subsidiary Shares and corresponding Distribution Rights;
  - (iii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) its goodwill and uncalled capital;
  - (vii) all Collection Accounts;
  - (viii) all Intellectual Property;
  - (ix) the benefit of all consents, licences and authorisations held by it in connection with its business or the use of any of its assets;
  - (x) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Assigned Agreements; and
  - (xi) to the extent not effectively assigned by clause 2.4 (Security Assignment), the Insurances.

For each Excluded Asset, promptly upon the request of the Security Agent, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of such request, and, in respect of each Excluded Asset which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of the negotiations. Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Asset shall stand charged to the Security Agent under this clause 2.3 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid legal mortgage, fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

### 2.4 Security Assignment

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

- (a) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements)); and
- (b) the Insurances (including as specified in **Error! Reference source not found.** (Insurance Policies)),

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

## 2.5 **Fixed Security**

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

## 2.6 **Floating Charge**

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

## 3. **INCORPORATION INTO DEBENTURE**

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

## 4. **CONSENT OF EXISTING CHARGORS**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

## 5. **NOTICES**

The New Chargor confirms that its address details for notices in relation to clause [25] (Notices) of the Debenture are as follows:

Address: ●

Facsimile: ●

Attention: ●

## 6. **LAW**

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

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

**SCHEDULE 1**

**Freehold and Leasehold Property**

**SCHEDULE 2**

**Subsidiary Shares**

**SCHEDULE 3**

**Collection Accounts (Blocked)**

**Collection Accounts (Not blocked)**

**SCHEDULE 4**

**Intellectual Property**

**SCHEDULE 5**

**Assigned Agreements**

**SCHEDULE 6**

**Insurance Policies**

## SIGNATORIES TO DEED OF ACCESSION

### New Chargor

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

Director .....  
Name:

Director/Secretary .....  
Name:

### Notice Details

Address:

Facsimile:

Attention:

**OR**

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

Signature of director .....

Name of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

Occupation of witness .....

**Obligors' Agent**

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

)  
)  
)  
)

.....  
Name:

**Notice Details**

Address:

Facsimile:

Attention:

**Security Agent**

Signed for and on behalf of **LLOYDS  
BANK CORPORATE MARKETS PLC**

)  
)  
)  
)

.....  
Name:

**Notice Details**

Address:

Facsimile:

Attention:

## SIGNATORIES TO DEBENTURE

### Company

Executed as a deed by  
**MAREX SPECTRON GROUP LIMITED**  
acting by two directors in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

GEORGE BEWEN

### Notice Details

Address: 155 Bishopsgate, London, EC2M 3TQ  
Fax: +44 020 7655 6024  
Attention: CFO/COO

**Chargors**

Executed as a deed by  
**MAREX FINANCIAL** acting by two  
directors in the presence of:

)  
)  
)  
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

GEORGE BARNEN

)  
)  
)  
)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address: 155 Bishopsgate, London, EC2M 3TQ  
Fax: +44 020 7655 6024  
Attention: CFO/COO

— — — — —

Figure 1 consists of two maps. Map (a) is a map of the Yangtze River basin, showing the Yangtze River and its major tributaries: the Jialing River, Qu River, and Fu River. The study area is located in the upper reaches of the Yangtze River. Map (b) is a map of Sichuan Province, showing the Sichuan River and its major tributaries: the Jialing River, Qu River, and Fu River. The study area is located in the upper reaches of the Sichuan River.

GEORGE BOWEN

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月海味茶葉店位於大馬路舊會館對面，是香港第一家茶葉店，也是第一家茶葉店。

1. 2019年12月31日，甲公司“应付账款”科目贷方余额为100万元，其中明细科目贷方余额为80万元，借方余额为20万元；“预付账款”科目借方余额为20万元，其中明细科目借方余额为30万元，贷方余额为10万元。不考虑其他因素，甲公司12月31日资产负债表“应付账款”项目应填列的金额为（ ）万元。

Address: 155 Bishopsgate, London, EC2M 3TQ  
Fax: +44 020 7655 6024  
Attention: CFO/COO



Executed as a deed by  
**SPECTRON SERVICES LIMITED** acting  
by two directors in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

George Bowen

Notice Details

Address: 155 Bishopsgate, London, EC2M 3TQ

Fax: +44 020 7655 6024

Attention: CFO/COO

Executed as a deed by  
**MAREX SPECTRON GROUP LIMITED**  
acting by two directors in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

George Bowen

Notice Details

Address: 155 Bishopsgate, London, EC2M 3TQ

Fax: +44 020 7655 6024

Attention: CFO/COO

**Security Agent**

Signed for and on behalf of **LLOYDS**  
**BANK CORPORATE MARKETS PLC**

)  
)  
)  
)

Name:

Notice Details

Address: 3rd Floor, New Ueberhor House, 11 Earl Grey Street, Edinburgh, EH3 9BN, United Kingdom

Attention: Joanne Bryson

E-mail: Joanne.Bryson2@lloydsbanking.com