Companies House

MR01(ef)

Registration of a Charge

Company name: **SPRING FINANCE LIMITED**

Company number: **03709012**

Received for Electronic Filing: **18/07/2018**

X7AGCG8P

Details of Charge

Date of creation: **12/07/2018**

Charge code: **0370 9012 0059**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

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: **ADDLESHAW GODDARD LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3709012

Charge code: 0370 9012 0059

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2018 and created by SPRING FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2018 .

Given at Companies House, Cardiff on 20th July 2018

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

ADDLESHAW GODDARD

Dated 12 July 2018

SPRING FINANCE LIMITED

SF11 LIMITED
as Chargors

NATIONAL WESTMINSTER BANK PLC
as Security Agent

DEBENTURE

This Debenture is subject to the terms of the Intercreditor Deed

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EXECUTION VERSION

This Debenture is made on 12 July 2018

Between

(1) **Spring Finance Limited** (registered in England and Wales with number 03709012) (**Parent**);

(2) **SF11 Limited** (registered in England and Wales with number 07731478) (**Chargor**) (together with the Parent, the **Original Chargors**); and

(3) **National Westminster Bank Plc** (registered in England and Wales with number 00929027) as security trustee for the Secured Parties (**Security Agent** which term shall include any person appointed as security trustee or as an additional trustee in accordance with the terms of the Intercreditor Deed).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Account has the meaning given to it in clause 3.4(i) (First fixed charges)

Additional Chargor means a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession

Blocked Account means the Borrower Collection Account and such other account described as a Blocked Account in a Security Deed of Accession

Charged Property means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Security Agent

Chargor means an Original Chargor or an Additional Chargor

Chattels has the meaning given to it in clause 3.4(d) (First fixed charges)

Collection Account means, in respect of a Chargor, the Borrower Collection Account, the Existing Collection Account or such other Account or Accounts as that Chargor and the Security Agent may agree in writing from time to time

Debts has the meaning given to it in clause 3.4(g) (First fixed charges)

Direction has the meaning given to it in clause 11.1(d) (Planning directions)

Facility Agreement means the facility agreement between Spring Finance Limited as parent and servicer, SF11 Limited as borrower, the Original Chargors as guarantor and National Westminster Bank Plc as arranger, original lender, agent, security agent and account bank and dated on or about the date of this Deed under which the Lenders agree to make available to the Borrower a revolving credit facility

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge)

Instructing Group has the meaning given to it in the Intercreditor Deed

Insurance Policies means, in respect of a Chargor, all policies of insurance present and future in which it has an interest

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

Key-man Policies means the policies of insurance described in Schedule 3 (Key-man Policies) and all insurance policies in respect of the life, disability or critical illness of a member of Senior Management put on risk after the date of this Deed and in respect of which the relevant Chargor is the insured party, together with all monies payable in respect of those policies

Occupational Lease means, in respect of a Chargor, a lease of a Secured Property in respect of which it is landlord

Party means a party to this Deed

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made under any of the foregoing and any other statute or regulation governing or controlling the use or development of land and buildings

Premises means any building on a Secured Property

Properties mean the properties listed in 0 (Properties) (if any)

Receiver means any receiver, manager or administrative receiver appointed by the Security Agent in respect of any Chargor or any of the Charged Property

Related Rights means, in respect of any Investment or Subsidiary Share:

(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and

(c) all rights derived from or incidental to that Investment or Subsidiary Share

Relevant Agreement means

(a) each Customer Document;

(b) the Servicing Agreement;

(c) the Standby Servicing Agreement;

(d) the Structural Intra Group Loan Agreement;

(e) each Hedging Agreement;

(f) each Sale and Purchase Agreement; and

(g) any other agreement designated as a Relevant Agreement by the Security Agent and the Borrower in writing

Relevant Policies means all Insurance Policies (other than Key-man Policies and policies in respect of third party liability) together with all monies payable in respect of those policies

Relevant Report means:

(a) each Report;

(b) each Valuation;

(c) any reports on title relating to Customer Property; and

(d) any other report or valuation designated as a Relevant Report by the Security Agent and the Borrower in writing

Scottish Receivable means a Mortgage Loan which relates to a Customer Property located in Scotland

Scottish Related Rights means in relation to a Scottish Receivable, any rights of the Chargors under the Mortgage Loan giving rise to that Scottish Receivable under the Customer Documents in each case which relate to such Scottish Receivable

Secured Obligations means, in respect of any Chargor, all monies and liabilities now or after the date of this Deed due, owing or incurred by that Chargor to the Finance Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to this Deed

Security Deed of Accession means a deed in the form set out in Schedule 10 (Form of Security Deed of Accession) by which a person will become a party to this Deed as a Chargor

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Finance Parties (or any of them) under the Finance Documents (or any of them) have been cancelled

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in Schedule 2 (Subsidiary Shares))

1.2 **Interpretation**

(a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.

(b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan.

(c) Clause 1.2 (Interpretation) of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.

1.3 **Third party rights**

(a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

(b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 **Administration**

(a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.

(b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

1.5 **Incorporated terms**

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Charged 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.

1.6 **Intercreditor Deed**

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

2 Covenant to pay

Each Chargor covenants with the Security Agent as security trustee for the Secured Parties, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

3 Charging provisions

3.1 General

All Security created by a Chargor under clauses 3.2 to 3.5 inclusive is:

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Property; and

(d) granted in favour of the Security Agent as security trustee for the Secured Parties.

3.2 First legal mortgages

Each Chargor charges by way of first legal mortgage the Properties, and all Premises and Fixtures on each of the Properties.

3.3 Assignments

(a) Each Chargor assigns:

(i) the Key-man Policies to which it is a party;

(ii) the Relevant Agreements to which it is a party;

(iii) the Relevant Policies to which it is a party; and

(iv) the Relevant Reports to which it is a party.

(b) Each Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, the Relevant Policies and the Relevant Reports to which it is a party.

(c) Notwithstanding the other terms of this clause 3.3, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

3.4 First fixed charges

Each Chargor charges by way of first fixed charge:

(a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Premises and Fixtures on each such property;

(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

(c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

(e) the Subsidiary Shares together with all Related Rights;

(f) the Investments together with all Related Rights;

(g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

(h) all monies from time to time standing to the credit of each Blocked Account;

(i) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**) (including the Existing Collection Accounts and the Borrower Operation Account);

(j) all its Intellectual Property;

(k) all its goodwill and uncalled capital;

(l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and

(m) to the extent that any assignment in clause 3.3 is ineffective as an assignment, the assets referred to in that clause.

3.5 **Floating charge**

Each Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than:

(a) any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4; and

(b) all its assets and undertaking situated in Scotland or governed by Scots law.

3.6 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3.7 **Conversion of floating charge to a fixed charge**

The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created under clause 3.5 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

(a) an Event of Default is continuing; or

(b) in the reasonable opinion of the Instructing Group that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

3.8 **Automatic conversion of floating charge to a fixed charge**

If (unless permitted in writing by the Security Agent or expressly permitted under the terms of any Finance Document):

(a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets;

(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c), over all of the Floating Charge Assets. This clause shall not apply to any assets situated in Scotland or governed by Scots law.

3.9 **Small company moratorium**

Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor.

4 Scottish Receivables

4.1 **Assignment**

Each Chargor assigns to the Security Agent, with absolute warrandice:

(a) every Scottish Receivable in existence as at the date of this Deed; and

(b) every Scottish Receivable coming into existence after the date of this Deed, and notified to the Security Agent in each Loan Book Schedule delivered by a Chargor in accordance with the Facility Agreement.

4.2 **Vesting**

(a) All Scottish Receivables assigned to the Security Agent on the date of this Deed shall vest absolutely in the Security Agent on the date of this Deed.

(b) Each Scottish Receivable coming into existence after the date of this Deed shall vest absolutely in the Security Agent automatically, immediately upon such Scottish Receivables coming into existence, without any further act on the part of the Security Agent or the Chargors.

4.3 **Scottish Related Rights**

Upon the vesting in the Security Agent of each Scottish Receivable under clause 4.1 above there shall also vest in the Security Agent all Scottish Related Rights to such Scottish Receivables.

4.4 **Non-vesting Scottish Receivables**

If any Scottish Receivable for any reason is not effectively assigned to or otherwise fails to vest in the Security Agent in the manner contemplated by this Deed, the relevant Chargor shall hold such Scottish Receivables (each a **Non-Vesting Scottish Receivable**) and the proceeds of Non-Vesting Scottish Receivables received in respect of the same, on trust for the Security Agent and shall otherwise observe all of the Chargor's undertakings and other obligations under this Deed as regards its Scottish Receivables (and the proceeds and Loan Receivables relating to it) in relation to such Non-Vesting Scottish Receivables.

4.5 **Collection of Scottish Receivables**

(a) If a Chargor assigns Scottish Receivables to the Security Agent pursuant to this Deed, each Chargor is constituted a trustee for the Security Agent to hold all Scottish Receivables and their Scottish Related Rights in trust for the Security Agent until:

(i) the Chargor (or, after an Event of Default which is continuing, the Security Agent) receives payment in full for the Scottish Receivables or the Security Agent completes its title to the Scottish Receivables and Scottish Related Rights; or

(ii) the Security Agent receives payment of other money or property relating to the Scottish Receivables or completes title to that property.

(b) The Security Agent acknowledges intimation of the creation of the trust described above. If requested by the Security Agent, a Chargor will, at its own expense, give notice to any person of the trust and that any payment is to be made to the Security Agent (such notice to be in form and substance satisfactory to the Security Agent).

(c) The Security Agent may at any time require a Chargor, as trustee, or any other person who may have become trustee, to:

(i) serve a notice of intimation of the assignment to the Security Agent of the Scottish Receivables and the Scottish Related Rights on the Customers who

owe such Scottish Receivables to the Chargors (such notice to be in form and substance satisfactory to the Security Agent);

(ii) transfer to the Security Agent absolutely the whole or any part of the property of the trust; and

(iii) perform any other acts as the Security Agent considers necessary to protect the Security Agent's interests in relation to the Scottish Receivables.

5 Continuing security

5.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations.

5.2 **Recourse**

The Security constituted by this Deed:

(a) is in addition to any other Security which any Finance Party may hold at any time for the Secured Obligations (or any of them); and

(b) may be enforced without first having recourse to any other rights of any Finance Party.

6 Negative pledge

6.1 No Chargor shall create or permit to subsist any Security over any of its assets.

6.2 No Chargor shall:

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

6.3 Clauses 6.1 and 6.2 do not apply to any Security or arrangement which is Permitted Security.

7 Restrictions on disposals

7.1 No Chargor shall 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 any Charged Property.

7.2 Clause 7.1 does not apply to any Permitted Disposal.

8 Further assurance

8.1 Each Chargor shall promptly do all such acts and 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):

(a) to create, perfect, protect and maintain 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 or the Finance Parties provided by or pursuant to this Deed or by law;

(b) to confer on the Security Agent or confer on the Finance 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

(c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.

8.2 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 Finance Parties by or pursuant to this Deed.

8.3 Any document required to be executed by a Chargor under this clause 8 will be prepared at the cost of that Chargor.

9 Land Registry

9.1 Application for restriction

(a) In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).

(b) The Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

9.2 Tacking and further advances

The Lenders are, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Borrower and this security has been made for securing such further advances. The Security Agent and each Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).

10 Notices of assignments and charges

10.1 Key-man Policies

(a) Each Chargor which is an insured party under a Key-man Policy shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 4 to the insurer under each Key-man Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Key- man Policy.

(b) The relevant Chargor shall give the notices referred to in clause 10.1(a):

(i) in the case of a Key-man Policy subsisting at the date of this Deed, on the date of this Deed; and

(ii) in the case of a Key-man Policy coming into existence after the date of this Deed, on that Key-man Policy being put on risk.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 4 within 5 Business Days of that notice being given.

10.2 Relevant Agreements

(a) Each Chargor which is party to a Relevant Agreement shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 5 to the other parties to each Relevant Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Agreement.

(b) The relevant Chargor shall give the notices referred to in clause 10.1(a):

(i) in the case of the Servicing Agreement, the Standby Servicing Agreement, each Sale and Purchase Agreement and the Structural Intra Group Loan Agreement in existence as at the date of this Deed, on the date of this Deed;

(ii) in the case of each Customer Document in existence as at the date of this Deed or coming into existence after the date of this Deed, on request by the Security Agent following the occurrence of an Event of Default which is continuing; and

(iii) subject to clause 10.2(b)(ii), in the case of each Relevant Agreement coming into existence or being designated as such after the date of this Deed, on the later of that agreement coming into existence or being designated a Relevant Agreement.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 5 within 5 Business Days of that notice being given.

10.3 Insurance Policies

(a) Each Chargor which is an insured party under a Relevant Policy shall give notice in the form specified in Part 1 (Form of notice of assignment) of Schedule 7 to each insurer

under each Relevant Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Policy.

(b) The relevant Chargor shall give the notices referred to in clause 10.3(a):

(i) in the case of each Relevant Policy subsisting at the date of this Deed, on the date of this Deed; and

(ii) in the case of each Relevant Policy coming into existence after the date of this Deed, on that Relevant Policy being put on risk.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 7 within 5 Business Days of that notice being given.

10.4 **Relevant Reports**

(a) Each Chargor which is party to a Relevant Report shall give notice in the form specified in Part 1 (Form of notice of report) of Schedule 5 to the providers of each Relevant Report that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Report.

(b) The relevant Chargor shall give the notices referred to in clause 10.4(a):

(i) in the case of the Report, on the date of this Deed;

(ii) in the case of each Valuation and any reports on title relating to Customer Property in existence as at the date of this Deed or coming into existence after the date of this Deed, on request by the Security Agent following the occurrence of an Event of Default which is continuing; and

(iii) subject to clause 10.4(b)(ii), in the case of each Relevant Report coming into existence or being designated as such after the date of this Deed, on the later of that agreement coming into existence or being designated a Relevant Report.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 5 within 5 Business Days of that notice being given.

10.5 **Blocked Accounts**

(a) Each Chargor holding a Blocked Account shall give notice in the form specified in Part 1 (Form of notice of charge) of Schedule 8 to the financial institution at which such Blocked Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Blocked Account.

(b) The relevant Chargor shall give the notices referred to in clause 10.5(a):

(i) in the case of a Blocked Account held by that Chargor at the date of this Deed, on the date of this Deed; and

(ii) in the case of a Blocked Account opened after the date of this Deed, on that Blocked Account being opened.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part 2 (Form of acknowledgement) of Schedule 8 within 5 Business Days of that notice being given.

10.6 **Charge over accounts**

(a) Each Chargor holding an Account (including the Existing Collection Accounts and the Borrower Operation Account) shall give notice in the form specified in Part 1 (Form of notice of charge) of Schedule 9 to the financial institution at which such Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Account.

(b) The relevant Chargor will give the notices referred to in clause 10.6(a):

(i) in the case of an Account held by that Chargor at the date of this Deed (including the Existing Collection Accounts and the Borrower Operation Account), on the date of this Deed; and

(ii) in the case of an Account opened after the date of this Deed, on that Account being opened.

(c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in Part 2 (Form of acknowledgement) of Schedule 9 within 5 Business Days of that notice being given.

10.7 **Register of Trade Marks**

Each Chargor as registered proprietor hereby appoints the Security Agent as its agent to apply for the particulars of this Deed and the interest of the Finance Parties in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

11 Undertakings

Each Chargor undertakes to the Security Agent in accordance with this clause 11. The undertakings in this clause 11 shall remain in force during the Security Period.

11.1 **Real property**

(a) **Access**

It will permit the Security Agent and such person or persons as the Security Agent shall nominate at all reasonable times and on reasonable notice to enter on any part of its Secured Property.

(b) **Repair**

(i) It shall keep its Secured Property in good and substantial repair and condition and decorative order.

(ii) It shall repair any defect or damage to any of its Secured Property promptly and if it fails to do so the Security Agent may, but shall not be obliged to, do so.

(c) **Planning**

It shall not do or allow or omit to be done anything which may infringe or contravene the Planning Acts affecting its Secured Property, nor make any application for the grant of planning permission within the meaning of the Planning Acts without the prior written consent of the Security Agent.

(d) **Planning directions**

(i) Within 5 Business Days of receipt by it of any notice or order (**Direction**) served on or issued to it by any local or other authority (whether under the Planning Acts or otherwise) in respect of any part of its Secured Property, it shall give full particulars of the Direction to the Security Agent and, if so requested by the Security Agent, produce the Direction or a copy of it to the Security Agent.

(ii) It shall advise the Security Agent of all steps taken or proposed to be taken by it from time to time to comply with the terms of the Direction.

(iii) It shall take all necessary steps to comply with the Direction.

(iv) It shall at the reasonable request of the Security Agent (but at the cost of the Chargor) make or join with the Security Agent in making such objections, representations against, appealing against or in respect of any proposal contained in the Direction as the Security Agent shall deem expedient in order to protect the interests of the Secured Parties.

(e) **Development**

(i) It shall not carry out any development (as defined in the Planning Acts) on any part of its Secured Property without the prior written consent of the Security Agent.

(ii) It shall not change the use of any part of its Secured Property without the prior written consent of the Security Agent.

(f) **Future acquisitions and legal mortgage**

It shall:

(i) notify the Security Agent immediately of its intention to acquire any freehold, leasehold or other interest in property including the proposed date of such acquisition (and for the purposes of this clause 11.1(f) the date of exchange of contracts for such an acquisition shall be deemed the date of acquisition);

(ii) at its cost, execute and deliver to the Security Agent on demand, a legal mortgage (in form and substance satisfactory to the Security Agent and in substantially the same terms as this Deed) in favour of the Security Agent of

any freehold or leasehold or other interest in property which becomes vested in it after the date of this Deed;

(iii) obtain any consents required for the Security referred to in this clause 11.1(f); and

(iv) if applicable procure that notice of this Deed is noted in the appropriate manner on the title to any property which becomes vested in it after the date of this Deed.

(g) **Deposit of title deeds**

It shall deposit with the Security Agent all deeds and documents to title relating to its Secured Property (if any).

(h) **Outgoings**

It will punctually pay and indemnify the Security Agent and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it.

(i) **Investigation of title**

On request by the Security Agent, it shall grant the Security Agent or its advisers (at the cost of the Chargor) all facilities within its power to enable the Security Agent or its advisers or delegates to carry out such investigations of title to and enquiries into its Secured Property or other Charged Property as may be carried out by a prudent mortgagee or chargee.

11.2 **Leases**

(a) **Lease and covenant compliance**

It shall:

(i) perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject;

(ii) properly perform (and indemnify the Security Agent and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property;

(iii) not make any election or take any other action so as to alter the treatment of any Occupational Lease for the purposes of value added tax;

(iv) not, without the prior written consent of the Security Agent, serve notice on any former tenant under any Occupational Lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that act; and

(v) immediately notify the Security Agent of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps

taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property.

(b) **Landlord's consent**

If under the terms of any lease under which it holds an interest in any Secured Property, the Chargor is not permitted to charge its interest in such Secured Property without the consent of the landlord;

(i) it undertakes promptly to make an application for landlord's consent to the creation of the fixed charge contained in clause 3.4 (First fixed charges) and any charge to be created under clause 8 (Further assurance), shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Security Agent informed of the progress of its negotiations with such landlord;

(ii) subject to clause 11.2(b)(iii):

(A) no breach of clause 24.1 (Authorisations) of the Facility Agreement nor any other representation in the Finance Documents shall occur by virtue of the Chargor's failure to have obtained such landlord's consent; and

(B) if the landlord indicates in writing that it proposes to commence, or commences an action of forfeiture of the lease, the Security Agent shall release from such fixed charge, the relevant Chargor's interest in the lease;

(iii) clause 11.2(b)(ii) shall only apply where the relevant Chargor has complied with its obligations under clause 11.2(b)(i), but the landlord has not given the consent requested of it;

(iv) upon receipt by the Security Agent of evidence in writing of the consent of the landlord to the creation and existence of the fixed charge over the Chargor's interest in such lease, clause 11.2(b)(ii) shall cease to apply in respect of the relevant Secured Property.

(c) **No variation to lease**

It shall not without the prior written consent of the Security Agent alter or vary or agree to alter or vary in any material way the terms of any lease under which it holds any Secured Property or any lease to which any Secured Property is subject.

(d) **No surrender or termination**

It shall not without the prior written consent of the Security Agent surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject.

(e) **Compliance by tenants**

It shall use reasonable endeavours to procure that each tenant under an Occupational Lease complies with the terms of that Occupational Lease.

(f) **Lease or right to occupy**

It will not without the prior written consent of the Security Agent:

(i) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property; or

(ii) grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it.

(g) **Forfeiture**

It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable.

11.3 **Chattels**

(a) It will keep all Chattels comprised in its Charged Property in good and substantial repair and in good working order and condition.

(b) It shall repair any defect or damage to any of its Chattels promptly and if it fails to do so the Security Agent may, but shall not be obliged to, do so.

(c) It shall, on the later of the date of this Deed and the date of acquisition by it of the relevant Chattel, deliver to the Security Agent all documents of title relating to its Chattels.

11.4 **Subsidiary Shares and Investments**

(a) On the later of:

(i) the date of this Deed; and

(ii) the date of acquisition of those Subsidiary Shares, Investments or Related Rights

it shall:

(A) deliver to the Security Agent all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights; and

(B) deliver to the Security Agent such transfer documents (with the transferee left blank) or any other documents as the Security Agent may require or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights.

(b) Until any steps are taken to enforce the Security created by or under this Deed, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights.

(c) It shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Finance Parties.

(d) It shall make all payments which may become due and payable in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be repayable by the relevant Chargor to the Security Agent on demand and pending such repayment shall constitute part of the Secured Obligations.

(e) It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights.

(f) It shall comply with any notice served on it under the Companies Act 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights and will promptly provide to the Security Agent a copy of that notice.

(g) It shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Security Agent, such consent not to be unreasonably withheld or delayed.

(h) Immediately on conversion of any of its Subsidiary Shares, Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may require in order to protect or preserve the Security intended to be created by this Deed.

11.5 **Insurance**

(a) It shall comply with clause 24.23 (Insurance) of the Facility Agreement.

(b) It shall (and the Parent shall ensure that each Chargor will) ensure that:

(i) the name of the Security Agent be noted on each policy of insurance as mortgagee and first loss payee;

(ii) each policy of insurance shall contain a standard mortgagee clause whereby, among other things, the insurance shall not be vitiated or avoided as against a mortgagee notwithstanding that it could otherwise be so against any Chargor; and

(iii) each policy of insurance shall contain a provision to the effect that the insurance shall not be invalidated as against the Security Agent for non-payment of any premium due without the insurer first giving to the Security Agent not less than 14 days' written notice.

(c) If a Chargor shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Security Agent on demand, the Security Agent may take out or renew such insurances in any sum which the Security Agent may think expedient and all monies expended and costs incurred by the Security Agent under this provision shall be for the account of any such Chargor.

11.6 **Book and other debts**

(a) It shall collect and realise the Debts in the ordinary course of trading as agent for the Security Agent and pay their proceeds into its relevant Collection Account in accordance with the terms of the Facility Agreement immediately on receipt. It shall hold all such proceeds on trust for the Security Agent pending payment of them into its Collection Account.

(b) It shall not set off, postpone or release any of the Debts or do or omit to do anything which may delay or prejudice the full recovery of all Debts without the prior written consent of the Security Agent.

11.7 **General**

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Finance Parties of the Security created by or under this Deed.

12 Power to remedy

12.1 If a Chargor fails to comply with any of the undertakings set out in clause 11 (Undertakings), it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate to take such action on behalf of that Chargor as shall be necessary to ensure that it complies with those undertakings.

12.2 If any Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Charged Property, each Chargor shall permit the Security Agent or its agents and contractors:

(a) to enter on the Secured Property;

(b) to comply with or object to any notice served on any Chargor relating to the Secured Property or other Charged Property; and

(c) to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

12.3 Each Chargor shall within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 12.

13 Security power of attorney

13.1 Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 13.

13.2 The power of attorney in this clause 13 shall take effect only if there is an Event of Default which is continuing.

14 Enforcement of security

14.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under this Deed is immediately enforceable.

14.2 Acts of enforcement

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

(a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;

(b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Charged Property;

(c) appoint a Receiver to all or any part of the Charged Property;

(d) appoint an administrator in respect of any Chargor and take any steps to do so;

(e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or

(f) if permitted by law, appoint an administrative receiver in respect of any Chargor.

14.3 Right of appropriation

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Charged Property constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Agent shall have the right on giving prior notice to the relevant Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of the Charged Property in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Charged Property shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Security Agent by reference to any available publicly available market price in the absence of which by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Security Agent will constitute a valuation "in a commercially reasonable manner".

14.4 Statutory powers - general

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

(b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.

(c) The statutory powers of leasing conferred on the Security Agent are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law

of Property Act 1925, the Security Agent is empowered to lease and make agreements for lease 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 may think fit.

(d) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

14.5 **Contingencies**

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to any Finance Party under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

14.6 **Mortgagee in possession - no liability**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Secured Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

14.7 **Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargors (payable to the Security Agent on demand):

(a) redeem any prior form of Security over any Charged Property; and/or

(b) procure the transfer of that Security to itself; and/or

(c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

14.8 **Subsidiary Shares and Investments – following an Event of Default**

(a) If an Event of Default is continuing, each Chargor shall on request by the Security Agent:

(i) deliver to the Security Agent such pre-stamped stock transfer forms or other transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Subsidiary Shares, the Investments and/or Related Rights referred to in such request;

(ii) provide to the Security Agent certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Agent may reasonably require;

(iii) procure that each such transfer is promptly registered by the relevant company or other entity;

(iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Security Agent

in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable); and

(v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Security Agent.

(b) At any time while an Event of Default is continuing, the Security Agent may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select.

(c) At any time after the Security created by or under this Deed has become enforceable the Security Agent and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine.

(d) If any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Security Agent has made a request under clause 14.8(a) or taken any steps to enforce the Security created by or under this Deed under clause 14.2, the relevant Chargor shall immediately pay such sums received directly to the Security Agent for application in accordance with clause 17 (Application of monies) and shall hold all such sums on (trust for the Security Agent pending payment of them to such account as the Security Agent shall direct.

15 Receiver

15.1 Appointment of Receiver

(a)

(i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Charged Property in accordance with clause 14.2(c) (Acts of enforcement).

(ii) At any time, if so requested in writing by any Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Charged Property as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.

(b) Any Receiver appointed under this Deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver.

(c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:

(i) obtaining a moratorium; or

(ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

15.2 **Removal**

The Security Agent may by written 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 receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

15.3 **Powers of Receiver**

(a) **General**

(i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 15.3.

(ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.

(iii) A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.

(iv) A Receiver may, in the name of any Chargor:

(A) do all other acts and things which he may consider expedient for realising any Charged Property; and

(B) exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) **Borrow money**

A Receiver may raise and borrow money (either unsecured or on the security of any Charged Property, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) **Carry on business**

A Receiver may carry on the business of any relevant Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

(d) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any relevant Chargor or relating in any way to any Charged Property.

(e) **Delegation**

A Receiver may delegate his powers in accordance with clause 16 (Delegation).

(f) **Employees**

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the relevant Chargor or for itself as Receiver, may:

(i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and

(ii) discharge any such persons appointed by the relevant Chargor.

(g) **Leases**

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

(h) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Chargor in relation to any Charged Property as he considers expedient.

(i) **Possession**

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

(j) **Protection of assets**

A Receiver may, in each case as he may think fit:

(i) make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Charged Property;

(ii) commence and/or complete any building operations on the Secured Property or other Charged Property; and

(iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

(k) **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Charged Property.

(l) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Charged Property by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

(m) **Subsidiaries**

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Charged Property.

(n) **Deal with Charged Property**

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) **Voting rights**

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights, and stocks, shares and other securities owned by that Chargor and comprised in the Charged Property in such manner as he may think fit.

(p) **Security**

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) **Acquire land**

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) **Development**

A Receiver may 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 Secured Property and do all acts and things incidental to the Secured Property.

(s) **Landlord's obligations**

A Receiver may on behalf of a Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) **Uncalled capital**

A Receiver may make calls conditionally or unconditionally on the members of any relevant Chargor in respect of uncalled capital.

(u) **Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of the relevant Chargor for all the purposes set out in this clause 15.

15.4 **Remuneration**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

16 Delegation

16.1 The Security Agent and any Receiver 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 the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit.

16.2 The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

17 Application of monies

17.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

17.2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in accordance with the terms of the Intercreditor Deed.

17.3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

18 Remedies and waivers

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

18.2 A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

19 Protection of third parties

19.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others:

(a) whether the Secured Obligations have become payable;

(b) whether any power purported to be exercised has become exercisable;

(c) whether any Secured Obligations or other monies remain outstanding;

(d) how any monies paid to the Security Agent or to the Receiver shall be applied; or

(e) the status, propriety or validity of the acts of the Receiver or Security Agent.

19.2 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 monies paid to or by the direction of the Security Agent or any Receiver.

19.3 In clauses 19.1 and 19.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property or any of them.

20 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Finance Party.

21 Settlements conditional

21.1 If the Security Agent (acting reasonably) believes that any amount paid by a Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

21.2 Any settlement, discharge or release between a Chargor and any Finance Party shall be conditional upon no Security or payment to or for that Finance Party by that Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

22 Subsequent Security

If the Security Agent or any Finance Party receives notice of any other subsequent Security or other interest affecting all or any of the Charged Property it may open a new account or accounts for the relevant Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the relevant Chargor, as from the time of receipt of such notice by the Security Agent, all payments made by that Chargor to the Security Agent or to any other Finance Party 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 Obligations.

23 Set-off

A Finance Party may, set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance 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 Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

24 Notices

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 34 (Notices) of the Facility Agreement.

25 Invalidity

Clause 36 (Partial invalidity) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

26 Assignment

Each Finance Party may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

27 Releases

Upon the expiry of the Security Period, the Security Agent shall, promptly, at the request and reasonable cost of the Chargors, take whatever action is necessary to release and reassign to each relevant Chargor:

(a) its rights arising under this Deed;

(b) the Charged Property from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

28 Currency clauses

28.1 Clause 32.9 (Change of currency) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors.

28.2 If a payment is made to the Security Agent under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall.

29 Certificates and determinations

Clause 35.2 (Certificates and determinations) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

30 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

31 Governing law

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

32 Enforcement

32.1 Jurisdiction of English courts

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) This clause 32 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

32.2 **Service of process**

(a) The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 32.2.

(b) Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clauses 34 (Notices) of the Facility Agreement (excluding, for this purpose, clause 34.6 (Electronic communication) and clause 34.7 (Use of websites) of the Facility Agreement).

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

Registered Land

Chargor	Country and district (or address or description and London borough)	Title number

Unregistered Land

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
Spring Finance Limited	SF11 Limited (company number 07731478)	500,100 Ordinary shares

Schedule 3

Key-man Policies

Chargor	Insurer	Life assured	Date of policy	Policy number	Amount of cover	
					Life	Critical illness

Schedule 4

Key-man Policies

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The Key-man policies described in the attached schedule (Key-man Policies)

We hereby notify you that we have assigned to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Key-man Policies.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent:

1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Key-man Policies (or any of them); and

2 to pay all sums payable by you under the Key-man Policies (or any of them) directly to the Security Agent at:

Bank: ♦
Account number: ♦
Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

The Schedule

Policy Number	Insured	Life assured	Amount of cover		Date of policy
			Death	Critical illness	
♦	♦	♦	♦	♦	♦

[*Attach form of acknowledgment*]

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

(a) there has been no amendment, waiver or release of any rights or interests in any Key-man Policy since the date of such policy;

(b) we will not agree to any amendment, waiver or release of any provision of any Key-man Policy without the prior written consent of the Security Agent;

(c) we shall act in accordance with the Notice;

(d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Key-man Policy or the proceeds of any Key-man Policy in favour of any other person; and

(e) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Key-man Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[insurance company]

Schedule 5

Relevant Agreements

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The agreement described in the attached schedule (Agreement)

We hereby notify you that we have assigned to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Agreement.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent:

1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Agreement and any rights under or in connection with the Agreement; and

2 to pay all sums payable by you under the Agreement directly to the Security Agent at:

Bank: ♦
Account number: ♦
Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

The Schedule

Date	Parties	Description
♦	♦	♦

[*Attach form of acknowledgment*]

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

(a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;

(b) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Security Agent;

(c) we shall act in accordance with the Notice;

(d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;

(e) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement; and

(f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

♦

Schedule 6

Relevant Reports

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The report described in the attached schedule (Report)

We hereby notify you that we have assigned to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Report.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent:

3 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Report and any rights under or in connection with the Report; and

4 to pay all sums payable by you under the Report directly to the Security Agent at:

Bank: ♦
Account number: ♦
Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

The Schedule

Date	Parties	Description
♦	♦	♦

[*Attach form of acknowledgment*]

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

(a) there has been no amendment, waiver or release of any rights or interests in the Report since the date of the Report;

(b) we will not agree to any amendment, waiver or release of any provision of the Report without the prior written consent of the Security Agent;

(c) we shall act in accordance with the Notice;

(d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Report in favour of any other person;

(e) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Report; and

(f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Report.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

♦

Schedule 7

Relevant Policies

Part 1 - Form of notice of assignment

To: [*insurer*]

Dated: ♦

Dear Sirs

The insurance policies described in the attached schedule (Relevant Policies)

We hereby notify you that we have assigned to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent:

1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Relevant Policies (or any of them); and

2 to pay all sums payable by you under the Relevant Policies (or any of them) directly to the Security Agent at:

Bank: ♦
Account number: ♦
Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

The Schedule

Date of policy	Insured	Policy type	Policy number
♦	♦	♦	♦

[*Attach form of acknowledgment*]

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

(a) there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;

(b) we have noted the Security Agent's interest as mortgagee and first loss payee on each Relevant Policy;

(c) we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Security Agent;

(d) we shall act in accordance with the Notice;

(e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and

(f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[*insurance company*]

Schedule 8

Blocked Accounts

Part 1 - Form of notice of charge

To: [*insert name and address of account holding institution*]

Dated: ♦

Dear Sirs

Account number: ♦ **(Blocked Account)**

Sort code: ♦

Account holder: ♦ **Limited**

We hereby notify you that we have charged by way of first fixed charge to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Blocked Account.

We hereby irrevocably and unconditionally authorise and instruct you:

1 to hold all monies from time to time standing to the credit of the Blocked Account to the order of the Security Agent and accordingly 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

2 to disclose to the Security Agent such information relating to us and the Blocked Account as the Security Agent may from time to time request you to provide.

We also advise you that:

(a) we may not withdraw any monies from the Blocked Account without first having obtained the prior written consent of the Security Agent; and

(b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

[*Attach form of acknowledgment*]

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

(a) we shall act in accordance with the Notice;

(b) as at the date of this acknowledgement we have not received any notice of assignment or charge over the Chargor's interest in the Blocked Account in favour of any other person; and

(c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Blocked Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[*account holding institution*]

Schedule 9

Accounts

Part 1 - Form of notice of charge

To: [*insert name and address of account holding institution*]

Account number:	♦	**(Account)**
Sort code:	♦	
Account holder:	♦ **Limited**	

We hereby notify you that we have charged by way of first fixed charge to ♦ (**Security Agent**) as security trustee for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

We hereby irrevocably and unconditionally authorise and instruct you:

1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Agent and accordingly 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 (**Security Agent Notice**);

2 to disclose to the Security Agent such information relating to us and any Account as the Security Agent may from time to time request you to provide.

By countersigning this notice, the Security Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of any Account until you receive a Security Agent Notice.

[Prior to your receipt of any Security Agent Notice, we confirm that if the aggregate amount in each Account is:

3 greater than £250,000, we will authorise and instruct you to transfer the positive amount which is equal to the balance standing to the credit of each Account to the account with National Westminster Bank Plc with account number 48735809 and sort code 60-00-01 (**Borrower Operational Account**) by the next business day; and

4 equal to or less than £250,000, we will authorise and instruct you to transfer the positive amount which is equal to the balance standing to the credit of each Account to the Borrower Operational Account at least once in each period from Monday to Friday in any week.

Promptly following your receipt of a Security Agent Notice confirming instructions from the Security Agent that an "Account Blocking Event" is continuing, we will authorise and instruct you to transfer the positive amount which is equal to the aggregate balance standing to the credit of each Account to the account with National Westminster Bank Plc with account number 48739669 and sort code 60-00-01 on a daily basis until you receive a further Security Agent Notice confirming that the "Account Blocking Event" is no longer continuing, in which case, the arrangements under paragraphs 3 and 4 above will then apply.

Notwithstanding anything to the contrary in this notice:

5 you shall not be bound to enquire whether the right of any person (including, but not limited to, the Security Agent) to withdraw any monies from the Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by such person (including, but not

limited to, the Security Agent) unless you have received a Security Agent Notice, in which case, only the Security Agent may withdraw or otherwise deal with funds standing to the credit of any Account;

6 you shall have no liability for having acted on instructions from any person (including, but not limited to, the Security Agent) which on their face appear to be genuine, and which comply with the latest bank mandate held by you or relevant electronic banking system procedures in the case of an electronic instruction unless you have received a Security Agent Notice, in which case, only the Security Agent may withdraw or otherwise deal with funds standing to the credit of any Account;

7 you shall not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Accounts, save in relation to your standard bank charges and fees; and

8 you shall not be deemed to be a trustee for us or the Security Agent of the Accounts.][1]

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of ♦ Limited

Countersigned for and on behalf of
the Security Agent: .....

[*Attach form of acknowledgment*]

[1] To be included in notice for Existing Collections Accounts.

Part 2 - Form of acknowledgement

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

To: [*name of Chargor*] (**Chargor**)
[*address*]

Dated: ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

(a) we shall act in accordance with the Notice;

(b) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person; and

(c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

[Our acknowledgement of the Notice is subject to the following conditions:

1 we shall not be bound to enquire whether the right of any person (including, but not limited to, the Security Agent) to withdraw any monies from the Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) notice to the contrary or (C) to be responsible for the application of any monies received by such person (including, but not limited to, the Security Agent) unless we have received a Security Agent Notice, in which case, only the Security Agent may withdraw or otherwise deal with funds standing to the credit of any Account;

2 we shall have no liability for having acted on instructions from any person (including, but not limited to, the Security Agent) which on their face appear to be genuine, and which comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction unless we have received a Security Agent Notice, in which case, only the Security Agent may withdraw or otherwise deal with funds standing to the credit of any Account; and

3 we shall not be deemed to be a trustee for the Chargor or the Security Agent of the Accounts.][2]

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[account holding institution]

[2] To be included in notice for Existing Collections Accounts.

Schedule 10

Form of Security Deed of Accession

This Deed is made on ♦

Between

(1) ♦ (registered in England with number ♦ for itself and for the Chargors (**Parent**);

(2) ♦ (registered in England with number ♦ (**Acceding Chargor**); and

(3) ♦ as security trustee for the Secured Parties (**Security Agent**).

Whereas

(A) This Deed is supplemental to a debenture dated ♦ between, inter alia, the Chargors and the Security Agent (**Debenture**).

(B) [The Acceding Chargor has also entered into an Accession Deed to the Facility Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed].

It is agreed

1 Definitions and interpretation

1.1 Definitions

(c) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.

(d) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor Deed) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding 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.

2.2 **Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 **Charging provisions**

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property; and

(d) in favour of the Security Agent as security trustee for the Secured Parties.

2.4 **First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 **Assignments**

(a) The Acceding Chargor assigns:

(i) the Key-man policies described in schedule 3 (Key-man Policies) to this Deed;

(ii) the agreements described in schedule 4 (Relevant Agreements) to this Deed;

(iii) its Relevant Policies; and

(iv) the reports described in schedule 5 (Relevant Reports) to this Deed.

(b) The Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, the Relevant Policies, the Relevant Reports.

(c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of an Event of Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 **First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

(a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;

(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

(c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

(e) the Subsidiary Shares together with all Related Rights;

(f) the Investments together with all Related Rights;

(g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

(h) all monies from time to time standing to the credit of each Blocked Account described in schedule 5 (Blocked Account) to this Deed;

(i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);

(j) all its Intellectual Property;

(k) all its goodwill and uncalled capital;

(l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;

(m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 **Floating charge**

The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 24 (Notices) of the Debenture are as follows:

Address: ♦

Facsimile: ♦

Attention: ♦

6 Counterparts

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

7 Governing law and jurisdiction

Clause 31 and 32 of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

Schedule 2

Subsidiary Shares

Schedule 3

Key-man Policies

Schedule 4

Relevant Agreements

Schedule 5

Relevant Reports

Schedule 6

Blocked Account

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by	)	.....
♦ **Limited/plc**	)	Director
acting by two directors or by a director and its	)	
secretary	)	.....
	)	Director/Secretary

Acceding Chargor

Executed as a deed by	)	.....
♦ **Limited/plc**	)	Director
acting by two directors or by a director and its	)	
secretary	)	.....
	)	Director/Secretary

Security Agent

Executed as a deed by	)	
♦	)	.....
as duly authorised attorney for and on behalf of	)	
♦ in the presence of		

.....

Signature of witness

Name .....

Address .....

.....

SIGNATURES TO THE DEBENTURE

Chargors

Executed as a deed by **Spring Finance Limited** acting by a director in the presence of)

[redacted])
Director)

[redacted]
Signature of witness

Name Sapna Shah

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4JH

Executed as a deed by **SF11 Limited** acting by a director in the presence of)

[redacted])
Director)

[redacted]
Signature of witness

Name Sapna Shah

Address Teacher Stern LLP - Solicitors
37-41 Bedford Row
London WC1R 4JH

Security Agent

Executed as a deed by)

as duly authorised attorney for and on behalf of **National Westminster Bank Plc** in the presence of)

Signature of witness

Name

Address

SIGNATURES TO THE DEBENTURE

Chargors

Executed as a deed by **Spring Finance Limited** acting by a director in the presence of) .....
) Director

.....
Signature of witness

Name .....

Address .....

.....

Executed as a deed by **SF11 Limited** acting by a director in the presence of) .....
) Director

.....
Signature of witness

Name .....

Address .....

.....

Security Agent

Executed as a deed by David Barclay-Watt as duly authorised attorney for and on behalf of **National Westminster Bank Plc** in the presence of) [redacted] .....

[redacted]
Signature of witness

Name Philip Sholnik

Address 250 Bishopsgate
EC2M 4AA