



Companies House

MR01(ef)

Registration of a Charge

Company name: **PFPL LIMITED**

Company number: **03877911**

Received for Electronic Filing: **15/07/2013**



Details of Charge

Date of creation: **10/07/2013**

Charge code: **0387 7911 0008**

Persons entitled: **UNITECH FINANCE CO. 1, INC**

Brief description: **(I) THE FREEHOLD LAND AND BUILDINGS LYING ON THE WEST SIDE OF WIDE STREET, PORTLAND, DORSET, KNOWN AS SLIDCROFT WORKS (TITLE NO DT133166) AND THE FREEHOLD LAND TO THE SOUTH OF TRADECROFT, PORTLAND (TITLE NO DT314278). (II) THE LEASEHOLD LAND AT UNIT 10A(1), WILLOW FARM BUSINESS PARK, CASTLE DONNINGTON, DE74 2NN (TITLE NOS LT439636 AND LT377018) AND THE LEASEHOLD LAND AT UNIT 10A(2), WILLOW FARM BUSINESS PARK, CASTLE DONNINGTON, DE74 2NN (TITLE NO LT428571). (III) THE LEASEHOLD LAND AT THE FACTORY PREMISES IN BLACKNELL LANE, CREWKERNE, SOMERSET (UNREGISTERED) AND THE LEASEHOLD LAND AT UNIT 8, CROPMEAD INDUSTRIAL ESTATE, CREWKERNE, SOMERSET (UNREGISTERED).**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

Authentication of Form

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: **VEDDER PRICE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3877911

Charge code: 0387 7911 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th July 2013 and created by PFPL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2013 .

Given at Companies House, Cardiff on 15th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

10 July

2013

(1) UNITECH FINANCE CO. 1, INC

- and -

**(2) THE COMPANIES NAMED IN SCHEDULE 1 TO THIS DEED AS SECURITY OBLIGORS
as Security Obligors**

**COMPOSITE GUARANTEE AND
DEBENTURE**

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THIS COMPOSITE GUARANTEE AND DEBENTURE is made on 10 July 2013

BETWEEN

- (1) **UNITECH FINANCE CO. 1, INC** a Delaware corporation whose principal office is at 316 NW 61st Street, Oklahoma City, OK 73118 ("**FinCo**"); and
- (2) **THE COMPANIES NAMED IN SCHEDULE 1 TO THIS DEED** (the "**Security Obligors**" and each a "**Security Obligor**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

"Act" means the Law of Property Act 1925;

"Administrator" means any person appointed under schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of a Security Obligor;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

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

"Charged Securities" means the Securities specified in part 2 of schedule 3 (Details of Security Assets) together with all other Securities held by each Security Obligor in the relevant company from time to time;

"Control" means:

- (a) the ownership or control (directly or indirectly) of more than 50% of the voting share capital of the relevant undertaking; or
- (b) the ability (directly or indirectly) to direct the casting of more than 50% of the votes exercisable at general meetings of the relevant undertaking on all, or substantially all, matters;
- (c) the right (directly or indirectly) to appoint or remove directors of the relevant undertaking holding a majority of the voting rights at meetings of the board on all, or substantially all, matters; or

- (d) the power (directly or indirectly) generally to direct the management and policy of the relevant undertaking by virtue of an agreement or on other grounds;

"Default Rate" means the rate which is two per cent per annum above the normal rate of interest applicable to the amount in question;

"Event of Default" has the meaning given to it in the Intercompany Note;

"Excluded Property" has the meaning given to that term in clause 5.4 (Leasehold security restriction);

"Finance Documents" means the Intercompany Note and this Deed;

"Insolvency Proceedings" means, in relation to any person (and for the purposes of this definition **"person"** shall include a partnership):

- (a) a distress, attachment, execution, sequestration, diligence or other legal process is levied, enforced or sued out on or against all or any part of the assets of that person;
- (b) any petition or proposal is presented or a meeting is convened with a view to a composition, assignment or arrangement with any creditors of that person; or
- (c) a meeting of that person is convened for the purpose of considering any resolution for (or to petition for) its winding-up or for its administration or any such resolution is passed; or
- (d) a notice of intention to appoint an Administrator being given by any person or an Administrator being appointed; or
- (e) any person presents a petition for the administration or winding-up of a person; or
- (f) an order for the winding-up or administration or bankruptcy of that person is made; or
- (g) a moratorium pursuant to section 1A of and schedule A1 to the Insolvency Act 1986 or pursuant to paragraph 1A of schedule 1 to the Insolvent Partnerships Order 1994 is established; or
- (h) any petition or proposal is presented or a meeting is convened with a view to the rehabilitation, administration, receivership, custodianship, liquidation, winding-up or dissolution of that person (other than for the purpose of an amalgamation or reconstruction whilst solvent), or any other insolvency proceedings involving that person;

"Insurances" means, all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, any Security Obligor or in which any Security Obligor from time to time has an interest, including without limitation Real Property Insurances, P&M Insurances, Inventory Insurances, the benefit of all insurances pertaining to the Pledged Assets, those policies of insurance (if any) specified in part

4 of schedule 3 (Details of Security Assets) and any other policies of insurance which may replace those policies of insurance;

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

"Intellectual Property Rights" means:

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

"Intercompany Note" means the secured intercompany note in an amount of USD 4,800,000 dated on or around the date of this Deed and made between (i) FinCo and (ii) each of the Payors (as defined in the Intercompany Note and which include the Security Obligors);

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or Security Interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Master Facilities Agreement" means the master facilities agreement dated the same date as this Deed and made between (1) PNC in its several capacities as Agent and Security Trustee, Sole Lead Arranger and Sole Lead Bookrunner (2) PNC Bank N.A. as Collateral Agent, (3) the financial institutions named therein as Original Funders, (4) the companies named therein as the Obligors (5) the companies named therein as the Security Obligors and (6) the company named therein as the Parent, as amended from time to time, pursuant to which the Funders have agreed to make certain accounts receivables facilities available to the Obligors;

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations, prospects or condition, financial or otherwise, of a Security Obligor and/or any subsidiary of a Security Obligor; (b) the ability of a Security Obligor to perform its obligations under any Finance Document to which it is a party; or (c) the rights of or benefits available to FinCo under any of the Finance Documents;

"P&M" has the meaning given to it in the Master Facilities Agreement;

"Party" means a party to this Deed;

"Paul Acquisition Agreement" has the same meaning as in the Master Facilities Agreement;

"Permitted Encumbrances" has the same meaning as in the Master Facilities Agreement;

"Pledged Assets" means all negotiable instruments and all bills of lading, warrants, delivery orders, wharfingers' or other warehousekeepers' certificates or receipts and all other shipping and related insurance documents, and all documents of title to goods whatsoever, and the goods to which the same relate, which are from time to time:

- (a) in the possession of PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo;
- (b) warehoused or stored in the name of PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo, or in the name of its nominee or agent; or
- (c) received by, deposited with, transferred to or otherwise held by or to the order of, or controlled by, PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo or its nominee or agent, (whether directly or indirectly by each Security Obligor or by any other person and whether for safe custody, collection, security or any other purpose whether specific or general);

"PNC" means PNC Business Credit a trading style of PNC Financial Services UK Ltd a company registered in England and Wales with the number 07341483 and having its registered office at 8-14 The Broadway, Haywards Heath, West Sussex, United Kingdom, RH16 3AP;

"Potential Event of Default" means any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder or any combination thereof) an Event of Default;

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

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

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

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

(b) all proceeds of any of the foregoing;

"Receiver" means any receiver or receiver and manager appointed by FinCo under this Deed;

"Relevant Jurisdiction" means in relation to a Security Obligor, any jurisdiction where it conducts its business;

"Secured Obligations" (i) means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Security Obligor to FinCo (including but not limited to all monies covenanted to be paid under this Deed) under the Finance Documents, howsoever arising;

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

"Securities Rights" means:

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

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

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

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

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

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) none of the Security Obligors has any further commitment, obligation or liability under or pursuant to the Finance Documents; and

"Tod Acquisition Agreement" has the same meaning as in the Master Facilities Agreement.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **"Security Obligor"** or **"FinCo"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"this Deed"**, the **"Intercompany Note"**, the **"Paul Acquisition Agreement"**, the **"Tod Acquisition Agreement"** any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, the Intercompany Note, the Paul Acquisition Agreement, the Tod Acquisition Agreement such other Finance Document or such other agreement or instrument as varied, amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances);
 - (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) A Potential Event of Default is **"continuing"** if it has not been remedied or waived in writing and an Event of Default is **"continuing"** if it has not been remedied or waived in writing, in each case to the satisfaction of the Administrative Agent. Any waiver given by the Administrative Agent shall only apply to the specific occurrence of the specific event referred to in such waiver.
 - (v) **"including"** or **"includes"** means including or includes without limitation;
 - (vi) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of, or a similar event (including any Insolvency Proceedings) affecting, each Security Obligor;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (viii) the singular includes the plural and vice versa.
- (b) References to clauses, paragraphs and schedules are to be construed, unless otherwise stated, as references to clauses, paragraphs and schedules of and to this Deed and references to this Deed include its schedules.
- (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
- (d) Each undertaking of each Security Obligor contained in this Deed must be complied with at all times during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any of the parties thereto in relation to any Finance Document are

incorporated in this Deed to the extent required to ensure that any disposition of the property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (f) If FinCo reasonably considers that an amount paid by each Security Obligor to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of a Security Obligor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- (h) This Deed is a Finance Document.
- (i) This Deed shall be subordinate to various security documents made by the Security Obligors in favour of PNC as part of the Permitted Encumbrances.
- (j) All indemnities given by the Security Obligors are given on a joint and several basis.

1.3 Third party rights

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

2. GUARANTEE AND INDEMNITY

2.1 Guarantee and indemnity

Each Security Obligor irrevocably and unconditionally jointly and severally:

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

2.2 Extension of guarantee

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

3. COVENANT TO PAY

3.1 Covenant to pay

Each Security Obligor hereby covenants to FinCo to pay and discharge the Secured Obligations to FinCo from time to time when such Secured Obligations fall due.

3.2 Default interest

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

4. GRANT OF SECURITY

4.1 Nature of security

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

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

4.2 Qualifying floating charge

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

5. FIXED SECURITY, ASSIGNMENT AND PLEDGE

5.1 Fixed charges

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

- (a) by way of second legal mortgage the Real Property listed in part 1 of schedule 3 (Details of Security Assets);
- (b) by way of second fixed charge:
 - (i) all Real Property and all interests in Real Property not charged by clause 5.1(a);
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property other than Real Property listed in part 1 of schedule 3 (Details of Security Assets);
- (c) by way of second fixed charge all plant and machinery (not charged by clauses 5.1(a) or 5.1(b)), the benefit of all contracts, licences and warranties relating to the same and the proceeds of the sale of any plant and machinery;
- (d) by way of second fixed charge the P&M listed in part 5 of schedule 3 (Details of Security Assets);
- (e) by way of second fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c)); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (f) by way of second fixed charge the Charged Securities and the proceeds of the sale of any Charged Securities;
- (g) by way of second fixed charge all Securities Rights from time to time accruing to the Charged Securities;
- (h) by way of second fixed charge all rights which each Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities;
- (i) by way of second fixed charge all Securities (not charged by clause 5.1(f)),
- (j) by way of second fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which each Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities;
- (k) by way of second fixed charge the Intellectual Property (if any) specified in part 3 of schedule 3 (Details of Security Assets) and the proceeds of sale of any such Intellectual Property;
- (l) by way of second fixed charge all Intellectual Property (if any) not charged by clause 5.1(k);

- (m) by way of second fixed charge the Insurances, all claims under the Insurances and all proceeds of the Insurances;
- (n) by way of second fixed charge the Receivables;
- (o) by way of second fixed charge (to the extent not otherwise charged in this Deed):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of each Security Obligor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of each Security Obligor and all bills of exchange and other negotiable instruments held by it; and
- (p) by way of second fixed charge all of the goodwill and its right in relation to uncalled capital of each Security Obligor.

5.2 Security assignment

- (a) Each Security Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to the Paul Acquisition Agreement. To the extent that the Paul Acquisition Agreement is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such Security Obligor to any proceeds from the Paul Acquisition Agreement.
- (b) Each Security Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to the Tod Acquisition Agreement. To the extent that the Tod Acquisition Agreement is not assignable, the assignment which this clause purports to effect shall operate as an assignment of all present and future rights and claims of such Security Obligor to any proceeds from the Tod Acquisition Agreement.

5.3 Pledge

Each Security Obligor agrees that FinCo shall have a pledge upon all Pledged Assets in support of the Secured Obligations.

5.4 Leasehold security restriction

- (a) There shall be excluded from the Security Interests created under this Deed any leasehold property held by a Security Obligor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) a Security Obligor from creating any charge over its leasehold interest in that property (each an “**Excluded Property**”) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, each Security Obligor undertakes to:

- (i) apply for the relevant consent or waiver of prohibition or conditions if requested to do so by FinCo and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (ii) upon request, keep FinCo informed of its progress in obtaining such consent or waiver; and
 - (iii) forthwith upon receipt of such consent or waiver, provide FinCo with a copy.
- (c) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to FinCo under clauses 5.1(a) or 5.1(b) as the case may be. If required by FinCo at any time following receipt of that waiver or consent, each Security Obligor will execute a further valid fixed charge in such form as FinCo shall reasonably require.

6. FLOATING CHARGE

Each Security Obligor charges and agrees to charge by way of second floating charge all of its present and future undertaking and assets (wherever located) which are not effectively charged by way of second fixed mortgage or charged or pledged pursuant to clause 5.1 (Fixed charges), clause 5.3 (Pledge) or any other provision of this Deed.

7. CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

FinCo may, by written notice to any Security Obligor:

- (a) as regards all or any of the assets of each Security Obligor that are specified in the notice convert the floating charge created under this Deed into a fixed charge if an Event of Default has occurred and is continuing; or
- (b) prior to the occurrence of an Event of Default, convert the floating charge created under this Deed into a fixed charge in respect of those Security Assets specified in such notice if FinCo (acting reasonably) considers such Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

7.2 Small companies

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

7.3 Automatic conversion

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

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

7.4 Partial conversion

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

8. CONTINUING SECURITY

8.1 Continuing security

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

8.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee, Lien or Security Interest which FinCo (or any other holder of the Secured Obligations) may at any time hold for any Secured Obligation.

8.3 Right to enforce

This Deed may be enforced against each Security Obligor without FinCo (or any other holder of the Secured Obligations) first having recourse to any other right, remedy, guarantee, Lien or Security Interest held by or available to it.

9. LIABILITY OF SECURITY OBLIGORS RELATING TO SECURITY ASSETS

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

10. RIGHT OF APPROPRIATION

10.1 Without prejudice to any remedy available to FinCo under this Deed, to the extent that any of the Charged Securities constitute “financial collateral” and are subject to a legal or equitable mortgage under this Deed which is or forms part of a “security financial collateral arrangement” (in each case defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) (the “**Regulations**”), FinCo will also have the right at any time while an Event of Default is continuing to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

10.2 For this purpose, the Parties agree that the value of such financial collateral so appropriated will be the market price of such Charged Securities at such time as determined by FinCo (acting reasonably) by reference to a relevant public index or by such other process as FinCo may select, including independent valuation. In each case, the Parties agree that the method of valuation provided for in this Deed will constitute a commercially reasonable method of valuation for the purpose of the Regulations.

11. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Security Obligor with PNC or FinCo (or any other holder of the Secured Obligations) or in which any Security Obligor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any third party, save as permitted under the Master Facilities Agreement.

12. REPRESENTATIONS

12.1 General

Each Security Obligor makes the representations and warranties set out in this clause 12 to FinCo.

12.2 Status

It is a limited liability company duly incorporated and validly existing under the laws of England, and has the power to own its property and assets and carry on its business as it is now being and will be conducted.

12.3 Power and authority

It has the power to enter into and perform its obligations under the Finance Documents to which it is a party and has taken all necessary action (corporate or otherwise) to authorise the execution, delivery and performance of its obligations under each such document in accordance with their respective terms.

12.4 Authorisations

- (a) All Authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights under and comply with its obligations in the Finance Documents to which it is a party; and

- (ii) to make the Finance Documents to which it is a party admissible in evidence in the Relevant Jurisdiction,

have been obtained or effected and are in full force and effect.

- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Security Obligor have been obtained or effected and are in full force and effect and any requirements thereof have been or will be at the appropriate time complied with or fulfilled if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

12.5 Binding obligations

Subject to the Legal Reservations, the Finance Documents to which it is a party constitute legal, valid, binding and enforceable obligations upon it.

12.6 Non-violation

The entry into and performance of the Finance Documents and the transactions contemplated hereby and thereby do not and will not conflict in any material respect with (i) any law or regulation or any official or judicial order applicable to it, or (ii) its memorandum or articles of association; or (iii) any agreement or document to which it is a party or which is binding upon it or its Collateral.

12.7 Prior disclosure

Prior to the entry into of this Deed it has disclosed to FinCo every material fact or matter which it knows, or which it might reasonably expect, would influence FinCo in any decision:

- (a) whether or not to enter into a Finance Document; or
- (b) to accept any person as a guarantor or indemnifier for its obligations to the Finance Parties; or
- (c) as to the terms of a Finance Document; or
- (d) as to the making of any prepayment under the Intercompany Note.

12.8 Litigation

Save as disclosed to FinCo in writing, no litigation, arbitration or administrative proceeding or claim exists (or is current or pending or, to the best of its knowledge threatened against it) which if adversely determined would cause, by itself or together with any other such proceeding or claim, a Material Adverse Effect.

12.9 Good title to assets

Save as disclosed to FinCo in writing prior to the date of this Deed, it has a good, valid and marketable title to, or valid leases or licences of and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

12.10 No Security Interests

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

- (a) as created by this Deed; or
- (b) Liens permitted by paragraph 8(b) of schedule 1 of the Master Facilities Agreement.

12.11 No avoidance

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

12.12 Ownership of Security Assets

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

12.13 Charged Securities

- (a) All Securities (including any Charged Securities) are fully paid.
- (b) The Charged Securities as at the date of this Deed constitute the entire issued share capital owned by each Security Obligor in the relevant company.

12.14 No default

It is not in breach or default under any contract affecting its assets or any agreement or arrangement or any statutory or legal requirement to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect and no Event of Default has occurred and is continuing.

12.15 Insolvency Regulation

For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales, and it has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction, nor will it change its centre of main interest without the prior written consent of FinCo.

12.16 Time when representations made

- (a) All the representations and warranties in this clause 12 (Representations) are made by each Security Obligor on the date of this Deed and are also deemed to be made by each Security Obligor on each day of the Security Period with reference to the facts and circumstances then existing.

- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

13. UNDERTAKINGS BY SECURITY OBLIGORS

13.1 General covenants

On the date of this Deed, and until the end of the Security Period, each Security Obligor undertakes:

(a) Authorisations

to promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Finance Documents;
- (ii) subject to the Legal Reservations, ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document; and
- (iii) carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect;

(b) Compliance with laws

to comply in all respects with all laws to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(c) Continuing disclosure

to disclose promptly to FinCo:

- (i) any fact or matter of which that Security Obligor becomes aware during the Security Period which could reasonably be expected to materially and adversely affect the interests of FinCo under the Finance Documents; or
- (ii) any change of Control whether in relation to any Security Obligor or of any surety, guarantor or indemnifier of any Security Obligor's obligations to FinCo; or
- (iii) any prospective Security Interest other than any Liens permitted by paragraph 8(b) of schedule 1 of the Master Facilities Agreement to be created by each Security Obligor affecting any of the Security Assets;

(d) Sale of business

save as permitted by the Master Facilities Agreement, it will not transfer in whole or in part any of its business and assets to any other person (other than (1) transfers in the ordinary course of its business as conducted as at the date of this Deed or (2) the transfer or disposal of obsolete assets or assets which

are redundant for the purpose of any Security Obligor's business) nor will it enter into any arrangements or agreements under which any other person issues Invoices (as defined in the Master Facilities Agreement) in respect of its business or performs its obligations under any Contract of Sale (as defined in the Master Facilities Agreement) other than the sub-contracting and/or delegation of certain administrative functions of any Security Obligor (including, without limitation, payroll and information technology);

(e) Restriction on dealings (A/R)

that it will not charge, sell, discount, factor, dispose of or otherwise deal with its A/R (other than with FinCo's consent or as otherwise permitted by the Master Facilities Agreement) accounts receivable without the prior written consent of FinCo.

(f) Change of business

to advise FinCo of any intention to cease carrying on the business or to make any material alteration to the nature of the business of any Security Obligor, carried on as at the date of this Deed;

(g) Conduct of business

to conduct and carry on its business in a proper and efficient manner and keep or cause or procure to be kept proper books of account;

(h) Notification of default

to notify FinCo of any Event of Default or Potential Event of Default promptly upon becoming aware of its occurrence; and

(i) Taxes

each Security Obligor will pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

- (i) such payment is being contested in good faith and adequate reserves are being maintained for those Taxes to the extent required under applicable accounting policies and procedures and such reserves are (or will be) disclosed in its latest financial statements;
- (ii) any such payment is subject to a deferral or payment plan agreed with the relevant authorities; or
- (iii) non-payment of any such payment does not (or will not) incur any material penalty or charge.

13.2 Restrictions on dealing

Each Security Obligor shall not do or agree to do any of the following during the Security Period without the prior written consent of FinCo:

- (a) create or permit to subsist any Security Interest on any Security Assets except for any Liens permitted by paragraph 8(b) of schedule 1 of the Master Facilities Agreement;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for the sale at full market value of stock in trade in the usual course of trading as conducted by each Security Obligor at the date of this Deed or any sale, transfer, lease, lending or disposal permitted by the Master Facilities Agreement.

13.3 Security Assets generally

Each Security Obligor shall during the Security Period:

- (a) permit FinCo (or its designated representatives), on reasonable written notice (being at least one Business Day or at any time following a Potential Event of Default which is continuing):
 - (i) access during normal office hours to any documents and records relating to the Security Assets; and
 - (ii) to inspect, take extracts from, and make photocopies of, the same,

and to provide (at the expense of each Security Obligor), such clerical and other assistance which FinCo may reasonably require to do this and each Security Obligor hereby grants an irrevocable licence to FinCo for FinCo (and any of its employees, servants or agents) to enter upon any premises or location owned or under the control or authority of any Security Obligor at any time during normal business hours and, unless a Potential Event of Default has occurred, on reasonable notice, being at least one Business Day, for confirming and ensuring (at the expense of each Security Obligor), the compliance by each Security Obligor with the terms of the Finance Documents, and for the purposes of FinCo's assessment and monitoring from time to time as it may require of the location, state, nature, and value of any Security Assets at that time;
- (b) notify FinCo of every material notice, order, application, requirement or proposal given or made by any competent authority:
 - (i) in relation to any Security Asset specified in schedule 3 (Details of Security Assets), promptly upon receipt of the same; and
 - (ii) within 14 days of receipt of every notice, order, application, requirement or proposal given or made in relation to any Security Assets other than any Security Asset specified in schedule 3 (Details of Security Assets)

and (if required by FinCo) as soon as is reasonably practicable provide it with a copy of the same and either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as FinCo may require or approve (acting reasonably) **PROVIDED ALWAYS** that notices in respect of limb (a) of the definition of Securities Rights shall be dealt with in accordance with clause 13.3(b)(i) above following the exercise

by FinCo of its rights in accordance with clause 13.5(b) (Rights in respect of Securities Charged Securities and Securities Rights);

- (c) when due for payment, pay all rates, rents, Taxes, and other outgoings owed by it in respect of the Security Assets unless and only to the extent that:
 - (i) such payment is being contested in good faith and adequate reserves are being maintained for those Taxes and such reserves are (or will be) disclosed in its latest financial statements; and
 - (ii) any such payment is subject to a deferral or payment plan agreed with the relevant authorities; or
 - (iii) non-payment of any such payment does not (or will not) incur any material penalty or charge.
- (d) in addition to any provisions of the Finance Documents relating to specific Security Assets:
 - (i) comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents;
 - (ii) comply with all material covenants and obligations affecting the Security Assets (or their manner of use);
 - (iii) not, except with the prior written consent of FinCo or as permitted by the Intercreditor Note, enter into any onerous or restrictive obligation affecting any Security Asset;
 - (iv) provide FinCo with all information which it may reasonably request in relation to the Security Assets; and
 - (v) not do, cause or permit to be done anything which would in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

13.4 Charged Securities

- (a) In relation to any Charged Securities, each Security Obligor shall, immediately upon execution of this Deed or (if later), as soon as is practicable after its acquisition of any such Charged Securities in certificated form, by way of security for the Secured Obligations:
 - (i) deposit with PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter with FinCo or, as FinCo may direct, all certificates and other documents of title or evidence of ownership to such Charged Securities and their Securities Rights; and

- (ii) execute and deliver to PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter to FinCo instruments of transfer in respect of such Charged Securities (executed in blank and left undated) and/or such other documents as PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to such Charged Securities and their Securities Rights (or to pass legal title to any purchaser).
- (b) In relation to any Charged Securities, each Security Obligor shall:
 - (i) promptly give notice to any custodian of any agreement with that Security Obligor in respect of any such Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities, in a form PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo may reasonably require; and
 - (ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo may require.
- (c) Without prejudice to the rest of this clause 13.4 (Charged Securities), FinCo may, at the expense of each Security Obligor, take whatever action is required for the dematerialisation or rematerialisation of any Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities.
- (d) Each Security Obligor shall promptly pay all calls or other payments which may become due in respect of Charged Securities and all present and future Securities Rights accruing to all or any of such Charged Securities.
- (e) Each Security Obligor shall immediately upon request by PNC, until the Secured Obligations (as such term is defined in the Master Facilities Agreement) are Paid in Full (as such term is defined in the Master Facilities Agreement), and thereafter FinCo comply with the provisions of this clause 13.4 (Charged Securities) in relation to any Securities other than the Charged Securities and their Securities Rights.

13.5 Rights in respect of Securities Charged Securities and Securities Rights

- (a) Until an Event of Default occurs and is continuing, each Security Obligor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Securities and its Charged Securities; and

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

13.6 Intellectual Property

Unless FinCo is of the opinion (acting reasonably) that the relevant Intellectual Property is of minor importance to a Security Obligor, each Security Obligor shall during the Security Period:

- (a) do all acts as are reasonably practicable to maintain, protect and safeguard (including, without limitation, registration with all relevant authorities) the Intellectual Property necessary for its business and not discontinue the use of any of Intellectual Property necessary for its business;
- (b) not, in carrying on its businesses, infringe any Intellectual Property Rights of any third party in any respect which has or is reasonably likely to have a Material Adverse Effect; and
- (c) take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of Intellectual Property necessary for its business.

13.7 Insurance

In relation to any Insurances, each Security Obligor shall at all times during the Security Period comply with the necessary provisions of the Master Facilities Agreement as if the same were set out in this Deed and references to the "Obligor" in those paragraphs and the definitions used in those paragraphs are deemed to be references to each Security Obligor.

14. POWER TO REMEDY**14.1 Power to remedy**

If at any time a Security Obligor does not comply with any of its obligations under this Deed within 5 Business Days of that Security Obligor becoming aware of such breach or the date upon which FinCo has notified that Security Obligor of such breach (whichever is the earlier), FinCo (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. Each Security Obligor irrevocably authorises FinCo and its employees and agents by way of security to do all things (including entering the property of each Security Obligor) which are necessary to rectify that default.

14.2 Mortgagee in possession

The exercise of the powers of FinCo under this clause 14 (Power to Remedy) shall not render it (or any other holder of the Secured Obligations) liable as a mortgagee in possession.

14.3 Monies expended

Each Security Obligor shall pay to FinCo on demand any monies which are properly expended by FinCo in exercising its powers under this clause 14 (Power to Remedy), together with interest at the Default Rate from the date on which those monies were expended by FinCo (both before and after judgment) and otherwise in accordance with clause 3.2 (Default interest).

15. WHEN SECURITY BECOMES ENFORCEABLE**15.1 When enforceable**

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

15.2 Statutory powers

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

15.3 Enforcement

After this Security has become enforceable, FinCo may, subject to the terms of the Intercompany Note, enforce all or any part of the Security in such manner as it sees fit, subject to the terms and conditions of the Intercompany Loan Intercreditor Deed.

16. ENFORCEMENT OF SECURITY**16.1 General**

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the

Act shall not apply to the Security. The statutory powers of leasing conferred on FinCo are extended so as to authorise FinCo to lease, make agreements for leases, accept surrenders of leases and grant options as FinCo may think fit and without the need to comply with section 99 or 100 of the Act.

16.2 Powers of FinCo

- (a) At any time after the Security becomes enforceable, FinCo may without further notice (unless required by law):
 - (i) (or, if so requested, by written notice at any time may) appoint any person or persons to be a Receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of any Security Obligor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of each Security Obligor and without any further consent or authority of any Security Obligor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Charged Investments are registered, or who is the holder of any of them; and/or
 - (v) without notice or further consent of any other person, sell, assign, transfer, dispose of, transfer, negotiate or otherwise dispose of the Pledged Assets at such times, in such manner and generally upon such terms and conditions and for such consideration as FinCo may think fit.
- (b) FinCo is not entitled to appoint a Receiver in respect of any Security Assets of any Security Obligor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of any Security Obligor.

16.3 Redemption of prior mortgages

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

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

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

16.4 Privileges

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

16.5 No liability

- (a) None of FinCo, any other holder of the Secured Obligations or any Receiver shall be liable (i) in respect of all or any part of the Security Assets or (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 16.5(a), none of FinCo, any other holder of the Secured Obligations or any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

16.6 Protection of third parties

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

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

17. RECEIVER

17.1 Removal and replacement

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

17.2 Multiple Receivers

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

17.3 Remuneration

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

17.4 Payment by Receiver

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

17.5 Agent of Security Obligors

Any Receiver shall be the agent of the Security Obligor in respect of which it is appointed. Such Security Obligor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. Neither FinCo nor any other holder of the Secured Obligations shall incur any liability (either to such Security Obligor or to any other person) by reason of the appointment of a Receiver or for any other reason (unless the liability arises as a result of that party's gross negligence or wilful misconduct).

18. POWERS OF RECEIVER**18.1 General powers**

Any Receiver shall have:

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

18.2 Additional powers

In addition to the powers referred to in clause 18.1 (General powers), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Security Obligor as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to

observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Security Obligor. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

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

- (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (iii) use the name of each Security Obligor for any of the above purposes.

19. APPLICATION OF PROCEEDS

19.1 Application

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

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by FinCo or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations in accordance with the Intercompany Note or as FinCo may otherwise agree; and
- (c) **thirdly** in payment of any surplus to the Security Obligors or other person entitled to it.

19.2 Contingencies

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

20. SET-OFF

20.1 Set-off

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

20.2 Time deposits

Without prejudice to clause 20.1 (Set-off) if at any time a deposit matures on any account which any Security Obligor has with FinCo at a time when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

such deposit shall automatically be renewed for such further maturity as FinCo in its absolute discretion considers appropriate unless FinCo otherwise agrees in writing.

21. DELEGATION

Each of FinCo and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither FinCo nor any Receiver shall be in any way liable or responsible to any Security Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate unless such loss or liability arises as a result of the gross negligence or wilful default of FinCo and/or the Receiver (as appropriate) in making such appointment.

22. FURTHER ASSURANCES**22.1 Further action**

Each Security Obligor shall, at its own expense (such expense to be properly incurred), promptly take whatever action FinCo or a Receiver may reasonably require for:

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

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

22.2 Specific security

Without prejudice to the generality of clause 22.1 (Further action), each Security Obligor shall forthwith at the reasonable request of FinCo execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by this Deed in favour of FinCo (including any arising or intended to arise pursuant to clause 7 (Conversion of floating charge)) in such form as FinCo may reasonably require on terms no more onerous than those provided for in this Deed.

23. POWER OF ATTORNEY

- (a) Each Security Obligor, by way of security, irrevocably and severally appoints FinCo, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which any Security Obligor is obliged to take under this Deed, including under clause 22 (Further assurances).
- (b) The power of attorney may be exercised immediately and without giving notice if (a) an Event of Default has occurred and is continuing or (b) FinCo, the Receiver or any of their delegates or sub-delegates (as appropriate) (acting reasonably) considers it urgent and necessary to do so in order to protect the rights and interests of FinCo.
- (c) Each Security Obligor ratifies and confirms whatever any attorney lawfully does or purports to do pursuant to its appointment under this clause.

24. PAYMENTS**24.1 Payments**

Subject to clause 24.2 (Gross-up), all payments to be made by each Security Obligor in respect of this Deed shall be made:

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

24.2 Gross-up

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

24.3 Accounts

Without prejudice to each Security Obligor's obligations under this Deed, FinCo may at any time discharge any Security Obligor's obligation to make payment of any sums due by any Security Obligor to FinCo by debiting such sum to any account held by FinCo (in whatever capacity) in relation to the Security Obligor.

25. STAMP DUTY

Each Security Obligor:

- (a) shall pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection

with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and

- (b) hereby indemnifies FinCo and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

26. COSTS AND EXPENSES

26.1 Transaction and amendment expenses

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

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

26.2 Enforcement and preservation costs

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

27. CURRENCIES

27.1 Conversion

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

27.2 Currency indemnity

No payment to FinCo (whether under any judgment or court order or in the liquidation, administration or dissolution of any Security Obligor or otherwise) shall discharge the obligation or liability of any Security Obligor in respect of which it was

made, unless and until FinCo shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, FinCo shall have a further separate cause of action against each Security Obligor and shall be entitled to enforce the Security to recover the amount of the shortfall.

28. INDEMNITY

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

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person (including any Environmental Claim (as defined in the Master Securities Agreement)); or
- (c) any breach by any Security Obligor of any of its obligations under this Deed.

29. MISCELLANEOUS

29.1 Appropriation and suspense account

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

29.2 New accounts

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

29.3 Changes to the Parties

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

29.4 Amendments

Any provision of this Deed may be amended only if FinCo and each Security Obligor so agree in writing and any breach of this Deed may be waived before or after it occurs only if FinCo so agrees in writing. A waiver given or consent granted by FinCo 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.

29.5 Calculations and certificates

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

29.6 Waiver, rights and remedies

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

30. NOTICES**30.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be delivered by fax or post.

30.2 Addresses

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

30.3 Delivery

- (a) Subject to clause 30.3(b) below, any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days following the day on which it was despatched by first class mail postage prepaid,

and, if a particular department or officer is specified with the execution of any Party below, if addressed to that department or officer.

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

30.4 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by FinCo, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

30.5 Electronic communications

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

31. PARTIAL INVALIDITY

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

32. RELEASE

Upon the expiry of the Security Period (but not otherwise) FinCo shall, promptly after the request and at the cost of each Security Obligor, take whatever action is necessary to unconditionally and irrevocably release and/or re-assign (without recourse or warranty) the Security Assets from the Security and return all deeds and documents of title delivered to FinCo under this Deed and execute and deliver any other documents as each Security Obligor may reasonably require in order to give effect to this clause 32 (Release).

33. COUNTERPARTS

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

34. GOVERNING LAW

- (a) This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Each Parties irrevocably submit to the exclusive jurisdiction of the English courts.

35. SUBJECT TO INTERCREDITOR DEED

Notwithstanding anything in this Deed to the contrary, the parties hereto acknowledge that the debt evidenced by the Intercompany Note and the rights and remedies of FinCo as the holder of the Intercompany Note and the other Finance Documents, and of the Liens in the collateral created hereunder, are subject to the terms and provisions of the Intercompany Loan Intercreditor Deed, and FinCo has accepted this Deed and the collateral assignments provided for hereunder with knowledge of the foregoing and agrees that it will exercise its rights and remedies hereunder in accordance with such terms and provisions of the Intercompany Loan Intercreditor Deed.

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

SCHEDULE 1**Security Obligors**

Company name	Company number	Registered Office
AGC Acquisitions 1 Limited	08149464	4 Coleman Street, London, EC2R 5AR
AGC Aerospace Limited	07220275	4 Coleman Street, London, EC2R 5AR
Paul Fabrications Limited	03709882	4 Coleman Street, London, EC2R 5AR
Paul Holdings Limited	05287212	4 Coleman Street, London, EC2R 5AR
PFPL Limited	03877911	4 Coleman Street, London, EC2R 5AR
Tods Defence Limited	01929464	8 Cropmead, Crewkerne, Somerset TA18 7HQ
Tods Aerospace Limited	06187598	Unit 8, Cropmead, Crewkerne, Somerset TA18 7HQ
Tod Lightweight Structures Ltd	00960460	8 Cropmead, Crewkerne, Somerset TA18 7HQ
W&J Tod Holdings Limited	02514416	8 Cropmead, Crewkerne, Somerset TA18 7HQ

SCHEDULE 2

The Guarantee

1. Continuing guarantee

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

2. Reinstatement

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

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

3. Waiver of defences

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

- (a) any time, waiver or consent granted to, or composition with, each Security Obligor or other person;
- (b) the release of any other Security Obligor or any other person under the terms of any composition or arrangement with any creditor of any Security Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, each Security Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of each Security Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement or replacement (in each case, however fundamental and of any nature whatsoever including, without limitation, which results in any increase in any amount due or owing under any Finance Document or in the rate of interest or any other sum payable under any Finance Document) of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency, administration or similar proceedings.

4. Immediate recourse

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

5. Appropriations

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

- (a) refrain from applying or enforcing any other monies, security or rights held or received by FinCo in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Security Obligor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from each Security Obligor or on account of a Security Obligor's liability under this schedule 2 (The Guarantee).

6. Deferral of guarantors' rights

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

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

7. Additional security

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

SCHEDULE 3**Details of Security Assets****Part 1 - Specified Real Property**

Freehold Property

Registered proprietor	Title number	Address/description
Tods Defence Limited	DT133166	Land and buildings lying on the west side of Wide Street, Portland, Dorset, known as Slidcroft Works
Tods Defence Limited	DT314278	Land to the south of Tradecroft, Portland

Leasehold Property

Lessee	Title number	Address/description	Landlord
Paul Fabrications Limited	LT439636	Unit 10A(1), Willow Farm Business Park, Castle Donington, DE74 2NN	The Royal London Mutual Insurance Society Limited
Paul Fabrications Limited	LT377018	Unit 10(A)(1), Willow Farm Business Park, Castle Donington, DE74 2NN	The Royal London Mutual Insurance Society Limited
Paul Fabrications Limited	LT428571	Unit 10A(2), Willow Farm Business Park, Castle Donington, DE74 2NN	CH Trustees, Alan Robert Turner, Karen Turner, and John Ingard Sagstad
Tods Defence Limited	Unregistered	Factory premises in Blacknell Lane, Crewkerne, Somerset	Brian Pressly, Michael Pressly and Catherine Pressly pursuant to a lease dated 1 May 2005
Tods Defence Limited	Unregistered	Unit 8, Cropmead Industrial Estate, Crewkerne, Somerset	HPH Limited pursuant to a lease dated 30 November 2012

Part 2 - Charged Securities

(1) Security Obligors	(2) Name of company in which shares are held	(3) Class of shares held	(4) Number of shares held	(5) Issued share capital of company in which shares are held
AGC Acquisitions 1 Limited	W&J Tod Holdings Limited	Ordinary A shares of £1.00 each	95,500	£104,500 divided into 95,500 Ordinary A shares of £1.00 each and 9,000 Ordinary B shares of £1.00 each
	W&J Tod Holdings Limited	Ordinary B shares of £1.00 each	9,000	£104,500 divided into 95,500 Ordinary A shares of £1.00 each and 9,000 Ordinary B shares of £1.00 each
AGC Aerospace Limited	AGC Acquisitions 1 Limited	Ordinary A shares of £0.01 each	90,000	90,000 Ordinary A shares of £0.01 each
	Paul Holdings Limited	Ordinary A shares of £1.00 each	224,000	£448,000 divided into 224,000 Ordinary A shares of £1.00 each and 224,000 Ordinary B shares of £1.00 each
	Paul Holdings Limited	Ordinary B shares of £1.00 each	224,000	£448,000 divided into 224,000 Ordinary A shares of £1.00 each and 224,000 Ordinary B shares of £1.00 each
Paul Holdings Limited	Paul Fabrications Limited	Ordinary shares of £1.00 each	1,549,363	1,549,363 Ordinary shares of £1.00 each
	PFPL Limited	Ordinary shares of £1.00 each	333,333	333,333 Ordinary shares of £1.00 each
	S Contractors Limited	Ordinary Shares of £1.00 each	1	19 Ordinary shares of £1.00 each
PFPL Limited	ET2 Limited (in liquidation)	Ordinary shares of £1.00 each	758,800	16,339,329 Ordinary shares of £0.10 each
W&J Tod Holdings Limited	Tods Aerospace Limited	Ordinary shares of £1.00 each	1,000	1,000 Ordinary shares of £1.00 each

(1) Security Obligors	(2) Name of company in which shares are held	(3) Class of shares held	(4) Number of shares held	(5) Issued share capital of company in which shares are held
W&J Tod Holdings Limited	Tods Defence Limited	Ordinary shares of £1.00 each	10,000	10,000 Ordinary shares of £1.00 each
	Tod Lightweight Structures Ltd	Ordinary shares of £1.00 each	80,000	80,000 Ordinary shares of £1.00 each

Part 3 - Intellectual Property

Company	Type	Details
Paul Fabrications Limited	Registered domain name	
Paul Holdings Limited	Registered domain name	

Part 4 – Insurances

Policy Holder	Policy	Policy number	Insurer
Paul Holdings Limited and its subsidiaries	Commercial Combined	127/601JD231429/3	Zurich Commercial
Paul Holdings Limited and its subsidiaries	Terrorism	TBA	Northern Marine Underwriters
Paul Holdings Limited and its subsidiaries	Employers Liability	24796824	Aviva plc

Paul Holdings Limited and its subsidiaries	Public Liability	24796824	Aviva pc
Paul Holdings Limited and its subsidiaries	Aviation Products Liability	R1053107127MP	AIG
Paul Holdings Limited and its subsidiaries	Computer	COR20250584	RSA
Paul Holdings Limited and its subsidiaries	Engineering Inspection	GD232104	Zurich
Paul Holdings Limited and its subsidiaries	Personal Accident/Travel	64783368	Chubb
Paul Holdings Limited and its subsidiaries	Employment Practices/Liability	TBA	AIG
Paul Holdings Limited and its subsidiaries	Loss Recovery	BR1461/2603	Lorega
Paul Holdings Limited and its subsidiaries	Motor Fleet	47MF12165236	Aviva plc
W&J Tod (Holdings) Ltd and subsidiary companies	Combined Property Damage and Business Interruption	UC MFG 3471114	Travelers Insurance Company Ltd
W&J Tod (Holdings) Ltd and subsidiary companies	Contractors "All Risks"	FL307868	Zurich Commercial
W&J Tod (Holdings) Ltd and subsidiary companies	Computer Insurance	COL051002146	Northern Marine Underwriters
W&J Tod (Holdings) Ltd and subsidiary companies	Goods in Transit	MGI1050600602	Northern Marine Underwriters

Part 5 – P&M

No P&M as at the date of this Deed

EXECUTION PAGE

FINCO

Executed as a deed, but not delivered until the)
first date specified on page 1, by **UNITECH**)
FINANCE CO. 1, INC acting by:)
)
)

Attorney _____

Attorney _____

Address: 316 NW 61st Street, Oklahoma City, OK 73118

Attention: Rick Nagel, CEO

With notices to be copied to:

- (a) Vedder Price P.C., 222 North LaSalle Street, Suite 2300, Chicago, IL 60601, Attention: Michael A. Nemeroff, Facsimile No: (312) 609-5005; and
- (b) The Edgewater Funds, 900 North Michigan Avenue, Chicago, IL 60611, Attention: Gerald Saltarelli

SECURITY OBLIGORS

SIGNED as a deed, but not delivered until the)
first date specified on page 1 by **AGC**)
AEROSPACE LIMITED. acting by) _____ Director

_____,
a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
first date specified on page 1 by **PAUL**)
HOLDINGS LIMITED. acting by) _____ Director

_____,
a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
 first date specified on page 1 by **PAUL**)
FABRICATIONS LIMITED. acting by) _____
 Director

_____,
 a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
 first date specified on page 1 by **PFPL**)
LIMITED. acting by) _____
 Director

_____,
 a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
first date specified on page 1 by **AGC**)
ACQUISITIONS 1 LIMITED. acting by) _____
Director

_____,
a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
 first date specified on page 1 by **W&J TOD**)
HOLDINGS LIMITED. acting by) _____
 Director

_____,
 a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
 first date specified on page 1 by **TODS**)
DEFENCE LIMITED. acting by) _____
 Director

_____,
 a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
first date specified on page 1 by **TODS**)
AEROSPACE LIMITED. acting by) _____ Director

_____,
a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director

SIGNED as a deed, but not delivered until the)
first date specified on page 1 by **TOD**)
LIGHTWEIGHT STRUCTURES LIMITED.) _____ Director
acting by _____

_____,
a director, in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Address: c/o AGC Aerospace Limited, 4 Coleman Street, London, EC2R 5AR

Facsimile No: + 44 (0)20 3667 2901

Attention: Rick Nagel, Director