



**Registration of a Charge**

Company name: **WORKING LINKS (EMPLOYMENT) LIMITED**

Company number: **03943678**



X77JTMBE

Received for Electronic Filing: **06/06/2018**

---

**Details of Charge**

Date of creation: **04/06/2018**

Charge code: **0394 3678 0008**

Persons entitled: **AURELIUS SIGMA LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

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

Certified by:

**CHRISSY VASSILIOU**



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

Company number: 3943678

Charge code: 0394 3678 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2018 and created by WORKING LINKS (EMPLOYMENT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2018 .

Given at Companies House, Cardiff on 8th June 2018

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATE: 4 June 2018

---

DEBENTURE

---

Between

WORKING LINKS (EMPLOYMENT) LIMITED (AND OTHERS)  
(as Chargors)

and

AURELIUS SIGMA LIMITED  
(as Lender)

---

CMS Cameron McKenna Nabarro Olswang LLP  
Cannon Place  
78 Cannon Street  
London EC4N 6AF  
T +44 20 7367 3000  
F +44 20 7367 2000  
cms.law

## TABLE OF CONTENTS

1.	Definitions and Interpretation .....	1
2.	Covenant to Pay and Guarantee .....	5
3.	Fixed Security .....	6
4.	Floating Charge.....	7
5.	Perfection of Security .....	8
6.	Representations.....	10
7.	Undertakings.....	11
8.	Enforcement of Security .....	13
9.	Extension and Variation of the LPA.....	14
10.	Appointment of Receiver and Administrator.....	15
11.	Powers of Receiver .....	16
12.	Discretions and Delegation .....	18
13.	Power of Attorney.....	18
14.	Protection of Purchasers .....	18
15.	Application of Proceeds .....	19
16.	No Liability as Mortgagee in Possession.....	20
17.	Set-Off .....	20
18.	Effectiveness of Guarantee and Security .....	20
19.	Payments.....	23
20.	Expenses, Stamp Taxes and Indemnities .....	24
21.	Certificates and Determinations.....	25
22.	Partial Invalidity .....	25
23.	Remedies and Waivers.....	26
24.	Notices .....	26
25.	Counterparts.....	26
26.	Assignment .....	27
27.	Releases .....	27
28.	Governing Law .....	27
	Schedule 1 The Chargors .....	28

THIS DEED is made on the 4 day of June 2018

**BETWEEN:**

- (1) **THE COMPANIES** whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the "**Chargors**" and each a "**Chargor**"); and
- (2) **AURELIUS SIGMA LIMITED** of 1 Savile Row, 3rd Floor, London, England, W1S 3JR and registered with company number 10198559 as lender (the "**Lender**").

**WHEREAS:**

The Board of Directors of each Chargor is satisfied that the giving of the guarantee and security contained or provided for in this Deed is in the interests of that Chargor and each Board has passed a resolution to that effect.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

*Definitions*

1.1 In this Deed:

"**Authorisation**": means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Borrower**": means Working Links (Employment) Limited (company number 03943678).

"**Business Day**": means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Charged Property**": means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

"**Default Rate**": means nine per cent. (9%) per annum.

"**Delegate**": means any person appointed by the Lender or any Receiver pursuant to clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Lender and/or any Receiver or Delegate.

"**Environment**": means humans, animals, plants and all other living organisms including the ecological systems of which they form part and all or any of the following media:

- (a) air (including, without limitation, air within buildings and air within other natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, surface and sub-surface soil and land under water).

"**Environmental Law**": means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or

- (c) the generation, handling, storage, use, release or spillage of any emission or substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

**"Environmental Permits"**: means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Chargor conducted on or from the properties owned or used by it.

**"Expenses"**: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis.

**"Exclusion"**: means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes the creation of Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset.

**"Group"**: means the group comprising the Borrower and each of its subsidiaries from time to time, and **"member of the Group"** shall be construed accordingly.

**"Insurances"**: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

**"Intellectual Property"**: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated.

**"Liability Period"**: means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

**"LPA"**: means the Law of Property Act 1925.

**"Material Adverse Effect"**: means, a material adverse effect on the financial condition, operations, assets, regulatory status or business of the Borrower or on the ability of the Borrower to perform its payment obligations under the Finance Documents to which it is a party.

**"Mortgaged Property"**: means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

**"New RBS Credit Facility"**: means the £22,000 credit card facility with The Royal Bank of Scotland plc dated on or around the date of this Deed.

**"New RBS Collateral"**: means the Security (£22,000 on deposit) in relation to the New RBS Credit Facility dated on or around the date of this Deed.

**"Planning Acts"**: means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

**"Premises"**: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

**"Receiver"**: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

**"Related Rights"**: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

**"Satisfied"**: means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

**"Secured Liabilities"**: means all present and future indebtedness, moneys, obligations and liabilities of the Borrower and each Chargor to the Lender, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which any of them may be or become liable to the Lender, together with all Expenses and all interest under clause 2.3 (*Interest*).

**"Securities"**: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

**"Security"**: means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.



"Service Agreement": means the amended and restated services agreement between the Secretary of State for Justice and each of the Subsidiary Companies, dated 18 December 2014, as amended from time to time.

"Subsidiary Companies": means (1) The Bristol, Gloucestershire, Somerset And Wiltshire Community Rehabilitation Company Limited (company number 08802537), (2) The Dorset, Devon And Cornwall Community Rehabilitation Company Limited (company number 08802539) and (3) The Wales Community Rehabilitation Company Limited (company number 08802571).

"Subsidiary Shares": means the shares legally or beneficially owned by or on behalf of the Borrower in the Subsidiary Companies.

"Tax": means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"VAT": means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

#### *Construction*

#### 1.2 Any reference in this Deed to:

1.2.1 the "Lender", any "Chargor", the "Borrower", or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.2 "assets" includes present and future properties, revenues and rights of every description;

1.2.3 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.4 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.5 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and

1.2.6 a provision of law is a reference to that provision as amended or re-enacted.

#### 1.3 Clause and schedule headings are for ease of reference only.

#### 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:

1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;

1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and

1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that Mortgaged Property.

- 1.5 Any reference in this Deed to “this Deed” shall be deemed to be a reference to this Deed as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a “clause” or a “Schedule” is, unless otherwise provided, a reference to a clause or a schedule of this Deed.
- 1.6 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.7 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.8 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Lender may not execute this document as a deed.
- 1.9 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

#### *Third Party Rights*

- 1.10 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## **2. COVENANT TO PAY AND GUARANTEE**

#### *Covenant to Pay*

- 2.1 Each Chargor covenants with the Lender that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with their terms or, in the absence of any such express terms, on demand.

#### *Guarantee and Indemnity*

- 2.2 Each Chargor irrevocably and unconditionally jointly and severally:
- 2.2.1 guarantees to the Lender punctual payment, performance and discharge by the Borrower and each other Chargor of the Secured Liabilities;
  - 2.2.2 undertakes with the Lender that whenever the Borrower or another Chargor does not pay any amount or perform or discharge any obligation in respect of the Secured Liabilities when due, that Chargor shall immediately on demand pay that amount or perform or discharge that obligation as if it was the principal obligor; and
  - 2.2.3 indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation guaranteed by that Chargor is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

#### *Interest*

- 2.3 Each Chargor covenants with the Lender to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) and/or clause 2.2 (*Guarantee and Indemnity*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at such rate as may from time to time be fixed by the Lender and, if not so fixed, at the Default Rate, on the basis that all such interest will be payable upon such days in each year as the

Lender shall from time to time fix and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Lender to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

### 3. FIXED SECURITY

#### *Charges*

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it.
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:
- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 3.1 above);
  - 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
  - 3.2.3 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
  - 3.2.4 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
  - 3.2.5 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
  - 3.2.6 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
  - 3.2.7 all moneys from time to time deposited in or standing to the credit of any bank account with the Lender or any other bank or financial institution;
  - 3.2.8 all Securities and their Related Rights (other than any subject to an Exclusion (including the Subsidiary Shares) unless and until the same is Satisfied);
  - 3.2.9 all of its goodwill and uncalled capital;
  - 3.2.10 all Intellectual Property; and
  - 3.2.11 all:
    - (a) contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit (other than any such asset (including the Services Agreements) subject to an Exclusion unless and until the same is Satisfied); and

- (b) all currency or interest swaps or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Lender or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them .

#### 4. FLOATING CHARGE

##### *Creation of Floating Charge*

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first floating charge all of its undertaking and all its other property, assets and rights, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 3 (*Fixed Security*).

##### *Qualifying Floating Charge*

- 4.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 4.1 (*Creation of Floating Charge*).

##### *Conversion by Notice*

- 4.3 The Lender may by notice in writing at any time to any Chargor convert the floating charge created pursuant to clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 the security constituted by this Deed becomes enforceable; or
- 4.3.2 the Lender reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

##### *Automatic Conversion*

- 4.4 Notwithstanding clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (other than as expressly permitted under this Deed);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

## 5. PERFECTION OF SECURITY

### *Registration at HM Land Registry*

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Lender in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [insert full name of Lender] referred to in the charges register".

- 5.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Lender.

### *Further Advances*

- 5.3 The Lender covenants with each Chargor that it shall perform its obligations to make advances under any agreement to which it and the Borrower is party (including any obligation to make available further advances).

### *Notices of Charge*

- 5.4 Each Chargor shall, promptly upon the request of the Lender from time to time, give or join the Lender in giving:

5.4.1 in such form as the Lender may reasonably require to each bank or financial institution in respect of each account of that Chargor opened or maintained with it; and

5.4.2 in respect of any other asset which is charged pursuant to clause 3 (*Fixed Security*), a notice of charge in such form as the Lender may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

- 5.5 Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use all reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Lender a duly signed acknowledgement of that notice in the form as the Lender may reasonably require.

### *Deposit of Documents of Title*

- 5.6 Each Chargor shall promptly deposit with the Lender (unless already held by its solicitors on behalf of and to the Lender's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.

### *Deposit of Securities*

- 5.7 Each Chargor shall, in respect of any Securities which are in certificated form, promptly:

5.7.1 deposit with the Lender or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and

- 5.7.2 execute and deliver to the Lender all share transfers and other documents as the Lender may from time to time request in order to enable the Lender (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Lender may at any time without notice complete and present such transfers and documents for registration.

*Further Assurance*

- 5.8 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender or any Receiver may reasonably specify (and in such form as the Lender or any Receiver may reasonably require in favour of the Lender or its nominee(s)) to:
- 5.8.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
- 5.8.2 confer on the Lender Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
- 5.8.3 facilitate the exercise of any rights, powers and remedies of the Lender or any Receiver or Delegate provided by or pursuant to this Deed or by law;
- 5.8.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
- 5.8.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed.

*Necessary Action*

- 5.9 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

*Exclusion of Assets from Security*

- 5.10 Each Chargor shall use all reasonable endeavours to procure that any Exclusions applying to any Charged Property are Satisfied as soon as practicable after the date of this Deed and shall notify the Lender, on a monthly basis thereafter, of the steps being taken in relation to any such Exclusion and, promptly, when any such Exclusion is Satisfied.
- 5.11 Immediately upon any Exclusion being Satisfied, the Charged Property concerned shall become the subject of an effective charge pursuant to, and in accordance with, Clause 3 (*Fixed Security*) and each Chargor shall promptly deliver a copy of any relevant consent to the Lender.
- 5.12 Each Chargor shall hold on trust for the Lender all its interest in and to all Charged Property subject to any Exclusion until that Exclusion is Satisfied.

*Acquisition of New Land*

- 5.13 Each Chargor shall immediately notify the Lender of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

### *Implied Covenants for Title*

- 5.14 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to that Chargor without, in each case, the benefit of section 6(2) of that Act.

## **6. REPRESENTATIONS**

### *General*

- 6.1 Each Chargor makes the representations and warranties set out in this clause 6 to the Lender on the date of this Deed.

### *Status*

- 6.2 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.

### *Binding Obligations*

- 6.3 The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations and (without limiting the generality of the foregoing) this Deed creates the security which it purports to create and that security is valid and effective.

### *Power and Authority*

- 6.4 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- 6.5 No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.

### *Non-conflict with Other Obligations*

- 6.6 The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the security under this Deed do not and will not conflict with:
- 6.6.1 any law or regulation applicable to it;
  - 6.6.2 its constitutional documents; or
  - 6.6.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument,
- nor (except as provided in this Deed) result in the existence or imposition of, or oblige it to create, any Security in favour of any person over all or any of its assets.

### *Insolvency and Centre of Main Interests and Establishments*

- 6.7 No corporate action, legal proceeding or other procedure or step in relation to:
- 6.7.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
  - 6.7.2 a composition, compromise, assignment or arrangement with any creditor; or

6.7.3, the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer,

(or any analogous procedure or step in any jurisdiction) has been taken or, to its knowledge, threatened in relation to it or any of its assets.

- 6.8 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 its jurisdiction of incorporation and it has no “establishment” (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

*Continuing Representations*

- 6.9 Each Chargor undertakes with the Lender that the representations and warranties in this clause 6 will be true and accurate throughout the continuance of this Deed by reference to the facts and circumstances existing from time to time.

7. UNDERTAKINGS

*General*

- 7.1 The undertakings in this clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

*Negative Pledge*

- 7.2 No Chargor shall create or extend or permit to arise or subsist any Security (other than any Security constituted by this Deed or the New RBS Collateral) over the whole or any part of the Charged Property other than with the prior written consent of the Lender.

*Restriction on Disposals*

- 7.3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal of any Charged Property which is subject only to the floating charge created by clause 4.1 (*Creation of Floating Charge*) for full consideration in the ordinary and usual course of that Chargor's business as it is presently conducted or as permitted under this Deed or with the prior consent of the Lender.

*Access*

- 7.4 Each Chargor shall permit the Lender and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as mortgagee in possession).

*Insurance*

- 7.5 Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property (insofar as it is of an insurable nature) against:

7.5.1 loss or damage by fire or terrorist acts;

7.5.2 other risks, perils and contingencies and in such amounts and on such terms as would be taken out by reasonably prudent persons carrying on the same class of business as that carried on by it; and



- 7.5.3 any other risks, perils and contingencies and in such amounts and on such terms as the Lender may reasonably require.

*Remedying Insurance Defaults*

- 7.6 If default shall be made by any Chargor in complying with clause 7.5 above, the Lender may (but shall not be obliged to) effect or renew any such insurance as is required by that clause on such terms, in such name(s) and in such amount(s) as the Lender reasonably considers appropriate. All moneys expended by the Lender in so doing shall be reimbursed by the relevant Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Lender until reimbursed (after as well as before any judgment).

*Authorisations*

- 7.7 Each Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Lender of, any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed.

*Compliance with Laws and Regulations*

- 7.8 Each Chargor shall comply in all respects with all laws and regulations to which it or any Charged Property may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed.

*Environmental Compliance*

- 7.9 Without limiting clause 7.8 (*Compliance with Laws and Regulations*), each Chargor shall:
- 7.9.1 comply with all Environmental Law;
  - 7.9.2 obtain, maintain and ensure compliance with all requisite Environmental Permits; and
  - 7.9.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so might reasonably be expected to have a Material Adverse Effect.

*Voting Rights and Dividends relating to Securities*

- 7.10 At any time before the security constituted by this Deed has become enforceable:
- 7.10.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Lender (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, *provided that* no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would, in the opinion of the Lender, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
  - 7.10.2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Lender (or its nominee(s)), the Lender will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request.

- 7.11 At any time after the security constituted by this Deed has become enforceable, the Lender may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):
- 7.11.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
  - 7.11.2 apply all dividends, interest and other moneys arising from the Securities in accordance with clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Lender and pay the same immediately to the Lender or as it may direct to be applied in accordance with clause 15.1;
  - 7.11.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Lender (or its nominee(s)); and
  - 7.11.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Lender (or its nominee(s)) in respect of securities or property subject to a trust.

#### *Information*

- 7.12 Each Chargor shall promptly supply to the Lender such information as the Lender may reasonably require about the Charged Property and its compliance with the terms of this Deed and such further information regarding its financial condition, assets and operations as the Lender may reasonably request.
- 7.13 Each Chargor shall promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Lender's approval of such proposals, implement them at its own expense.

#### *Not Jeopardise Security*

- 7.14 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

### **8. ENFORCEMENT OF SECURITY**

#### *When Security becomes Enforceable*

- 8.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after a notice by the Lender demanding payment, performance and or discharge of any of the Secured Liabilities shall have been served by the Lender on any Chargor.

- 8.2 After the security constituted by this Deed has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

*Right of Appropriation*

- 8.3 To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "FCA Regulations")), the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

*Redemption of Prior Mortgages*

- 8.4 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may:
- 8.4.1 redeem any prior Security over any Charged Property; or
  - 8.4.2 procure the transfer of that Security to the Lender; or
  - 8.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).
- 8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Lender and every Receiver on demand and shall be secured by this Deed.

**9. EXTENSION AND VARIATION OF THE LPA**

*General*

- 9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.
- 9.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

*Privileges*

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

10. **APPOINTMENT OF RECEIVER AND ADMINISTRATOR**

*Appointment*

- 10.1 At any time after the security constituted by this Deed has become enforceable or if an application is presented for the making of an administration order in relation to any Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if any Chargor so requests the Lender in writing (in which case, in each such case, the security constituted by this Deed shall become immediately enforceable), the Lender may without prior notice to any Chargor:

10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Lender had become entitled under the LPA to exercise the power of sale conferred under the LPA; or

10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

*Removal*

- 10.2 The Lender may by writing under its hand (or by an application to the court where required by law):

10.2.1 remove any Receiver appointed by it; and

10.2.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

*Statutory Powers of Appointment*

- 10.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Lender in respect of any part or parts of the Charged Property.

*Capacity of Receiver*

- 10.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 10.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.
- 10.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

*Remuneration of Receiver*

- 10.7 The Lender may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Lender.

**11. POWERS OF RECEIVER**

*General*

- 11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred by law.
- 11.2 Without prejudice to the generality of this clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

*Specific Powers*

- 11.3 Each Receiver shall have the following powers (and every reference in this clause 11.3 to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):

- 11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
- 11.3.2 power to take immediate possession of, get in and collect any Charged Property;
- 11.3.3 power to carry on the business of any Chargor as he thinks fit;
- 11.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
  - (b) commence or complete any building operations on the Charged Property;
  - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
  - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

- 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed

shall carry interest at the rate specified in clause 2.3 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));

- 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Lender) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 11.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 11.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;
- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

#### *Lender's Powers*

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Lender in relation to any Charged Property,

irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

## **12. DISCRETIONS AND DELEGATION**

### *Discretion*

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### *Delegation*

- 12.2 Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver (as the case may be) shall think fit.
- 12.4 Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **13. POWER OF ATTORNEY**

### *Appointment and Powers*

- 13.1 Each Chargor, by way of security, irrevocably appoints the Lender, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and/or
- 13.1.2 enabling the Lender or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

### *Ratification*

- 13.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 13.1 (*Appointment and Powers*).

## **14. PROTECTION OF PURCHASERS**

### *Consideration*

- 14.1 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

### *Protection of Third Parties*

- 14.2 No person (including a purchaser) dealing with the Lender, any Receiver or any Delegate shall be bound to enquire:
- 14.2.1 whether the Secured Liabilities have become payable; or
  - 14.2.2 whether any power which the Lender or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
  - 14.2.3 whether any Secured Liabilities remain due to the Lender; or
  - 14.2.4 how any money paid to the Lender or to any Receiver or Delegate is to be applied,
- or shall be concerned with any propriety, regularity or purpose on the part of the Lender or any Receiver or Delegate in such dealings or in the exercise of any such power.

## **15. APPLICATION OF PROCEEDS**

### *Order of Application*

- 15.1 All moneys received or recovered by the Lender, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from any Chargor):
- 15.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
  - 15.1.2 in or towards payment of all other Expenses;
  - 15.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Lender in such order as the Lender may select; and
  - 15.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.
- 15.2 Clause 15.1 (*Order of Application*) will override any appropriation made by any Chargor.

### *New Accounts*

- 15.3 If the Lender at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Lender may open a new account with any Chargor.
- 15.4 If the Lender 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 by or on behalf of the relevant Chargor to the Lender shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

### *Currency Conversion*

- 15.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Lender may (in its absolute discretion) convert any moneys received or recovered by the Lender or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by the Lender or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Lender's spot rate of exchange for the time being for obtaining such other



currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Lender. Nothing in this Deed shall require the Lender to make, or shall impose any duty of care on the Lender in respect of, any such currency conversion.

## **16. NO LIABILITY AS MORTGAGEE IN POSSESSION**

- 16.1 Neither the Lender nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Lender, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Lender or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or this Deed.

## **17. SET-OFF**

- 17.1 Without limiting any other rights conferred on the Lender by law or by any other agreements entered into with any Chargor, the Lender may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Deed (to the extent beneficially owned by the Lender) against any obligation (whether matured or not) owed by the Lender to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Lender is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

## **18. EFFECTIVENESS OF GUARANTEE AND SECURITY**

### *Continuing Guarantee and Security*

- 18.1 The guarantee and security constituted by this Deed shall remain in full force and effect as a continuing guarantee and security for the Secured Liabilities, unless and until discharged by the Lender, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

### *Cumulative Rights*

- 18.2 The guarantee and security constituted by this Deed and all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Lender for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

### *Reinstatement*

- 18.3 If any discharge, release or arrangement (whether in respect of the obligations of the Borrower or any Chargor or any Security for those obligations or otherwise) is made by the Lender in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be

restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the guarantee and security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

- 18.4 The Lender may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

*Waiver of Defences*

- 18.5 Neither the obligations of any Chargor under this Deed nor the security constituted by this Deed nor the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this clause 18.5, would reduce, release or prejudice any of its obligations under this Deed, any of that security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Lender) including:

- 18.5.1 any time, waiver or consent granted to, or composition with, the Borrower or another Chargor or any other person;
- 18.5.2 the release of the Borrower or another Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 18.5.3 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, the Borrower or another Chargor or any 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;
- 18.5.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, the Borrower or another Chargor or any other person;
- 18.5.5 any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any agreement, account arrangement, transaction or engagement entered into between the Lender and the Borrower or any other document or Security including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any such agreement, account arrangement, transaction or engagement or any other document or Security;
- 18.5.6 any unenforceability, illegality or invalidity of any obligation of the Borrower or another Chargor or any other person under any agreement, account arrangement, transaction or engagement entered into between the Lender and the Borrower or any other document or Security; or
- 18.5.7 any insolvency or similar proceedings.

*Guarantor Intent*

- 18.6 Without prejudice to the generality of clause 18.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the guarantee constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any facility or amount made available under any agreement, account arrangement, transaction or engagement entered into by the Borrower with the Lender and/or any such agreement, account arrangement,

transaction or engagement including, without limitation, any of the same which are for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; and/or any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, together with any fees, costs and/or expenses associated with any of the foregoing.

*Immediate Recourse*

- 18.7 Each Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of any agreement, account arrangement, transaction or engagement or other document or Security entered into by the Borrower or another Chargor with the Lender to the contrary.

*Appropriations*

- 18.8 Until all the Secured Liabilities which may be or become payable by the Chargors under or in connection with this Deed have been irrevocably paid, performed and discharged in full, the Lender may:

18.8.1 without affecting the liability of any Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of the Secured Liabilities; or
- (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to direct the appropriation of any such moneys, Security or rights or to enjoy the benefit of the same; and/or

18.8.2 hold in a suspense account any moneys received from any Chargor or on account of any Chargor's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Lender to be a fair market rate.

*Deferral of Chargor's Rights*

- 18.9 Until the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed or discharged in full and unless the Lender otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under, clause 2.2 (*Guarantee and Indemnity*):

18.9.1 to be indemnified by the Borrower or another Chargor;

18.9.2 to claim any contribution from any other guarantor of the Borrower's or another Chargor's obligations;

18.9.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender;

18.9.4 to bring legal or other proceedings for an order requiring the Borrower or another Chargor to make any payment, or perform any obligation, in respect of which that

Chargor has given a guarantee, undertaking or indemnity under clause 2.2 (*Guarantee and Indemnity*);

18.9.5 to exercise any right of set-off against the Borrower or another Chargor; and/or

18.9.6 to claim or prove as a creditor of the Borrower or another Chargor or in its estate in competition with the Lender.

18.10 The rights of the Lender under clause 18.9 (*Deferral of Chargor's Rights*) above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.

18.11 If a Chargor receives any benefit, payment or distribution in relation to any rights referred to in clause 18.9 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 15.1 (*Order of Application*).

*No Security held by Chargors*

18.12 No Chargor shall take or receive any Security from the Borrower or another Chargor or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:

18.12.1 it shall be held by that Chargor on trust for the Lender, together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and

18.12.2 on demand by the Lender, the relevant Chargor shall promptly transfer, assign or pay to the Lender all Security and all moneys from time to time held on trust by it under this clause 18.12.

19. **PAYMENTS**

*Manner of Payments*

19.1 Each Chargor shall make all payments required to be made by it under this Deed available to the Lender (unless a contrary indication appears in this Deed) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Lender specifies.

*No Set-off by Chargors*

19.2 All payments to be made by any Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

*Tax Gross-Up*

19.3 Each Chargor shall make all payments to be made by it under this Deed without any deduction or withholding for or on account of Tax, unless such a deduction or withholding is required by law. Each Chargor, promptly upon becoming aware that it must make such a deduction or withholding (or that there is any change in the rate or the basis of such a deduction or withholding), shall notify the Lender accordingly.

19.4 If a deduction or withholding for or on account of Tax from a payment under this Deed is required by law to be made by a Chargor, the amount of the payment due from that Chargor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required.

19.5 If a Chargor is required to make a deduction or withholding for or on account of Tax from a payment under this Deed, that Chargor shall make that deduction or withholding and any payment required in connection with that deduction or withholding within the time allowed and in the minimum amount required by law. Within thirty days of making such a deduction or withholding or any payment required in connection with that deduction or withholding, the relevant Chargor shall deliver to the Lender evidence reasonably satisfactory to the Lender that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

## 20. EXPENSES, STAMP TAXES AND INDEMNITIES

### *Expenses*

20.1 Each Chargor shall promptly on demand pay to the Lender and each Receiver or Delegate the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed and in responding to, evaluating, negotiating or complying with any request for an amendment, waiver or consent made by that Chargor in relation to this Deed.

20.2 Each Chargor shall, within three Business Days of demand, pay to the Lender and each Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the enforcement of, or the defence, protection and/or preservation of, any rights, remedies and powers under this Deed or the security constituted, or intended to be constituted, by this Deed and any proceedings instituted by or against the Lender as a consequence of taking or holding the security constituted, or intended to be constituted, by this Deed or enforcing any such rights, powers and remedies.

### *Stamp Taxes*

20.3 Each Chargor shall pay, and shall promptly on demand indemnify the Lender and every Receiver or Delegate against any cost, loss or liability any of them incurs in relation to, all stamp duty, registration and similar Taxes payable in connection with the entry into, performance or enforcement, of this Deed, the security constituted by this Deed or any judgment given in connection with this Deed.

### *General Indemnity*

20.4 Each Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, promptly indemnify the Lender and every Receiver and Delegate against any cost, loss, liability or damage incurred by any of them as a result of:

20.4.1 any default or delay by that Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed (including, without limitation, any arising from any actual or alleged breach by any person of any Environmental Law or Environmental Permits);

- 20.4.2 the taking, holding, protection or enforcement of the security constituted by this Deed; and
- 20.4.3 the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by this Deed or by law in respect of the Charged Property.

*Currency Indemnity*

- 20.5 If any sum owing by any Chargor under this Deed (a "Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "First Currency") in which that Sum is payable into another currency (the "Second Currency") for the purpose of:
  - 20.5.1 making or filing a claim or proof against that Chargor;
  - 20.5.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, or
  - 20.5.3 applying the Sum in satisfaction of any of the Secured Liabilities,
 the relevant Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Lender and each Receiver or Delegate to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:
  - 20.5.4 the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and
  - 20.5.5 the rate or rates of exchange available to that person at the time of its receipt of any amount paid to it in satisfaction, in whole or in part, of such claim, proof, order, judgment or award.
- 20.6 Each Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is denominated or, if different, is expressed to be payable.

*Value Added Tax*

- 20.7 Any cost or expense referred to in this clause 20 is exclusive of any VAT that might be chargeable in connection with that cost or expense. If any VAT is so chargeable, it shall be paid by the relevant Chargor at the same time as it pays the relevant cost or expense.

**21. CERTIFICATES AND DETERMINATIONS**

- 21.1 Any certificate or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**22. PARTIAL INVALIDITY**

- 22.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**23. REMEDIES AND WAIVERS**

- 23.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 23.2 Any amendment, waiver or consent by the Lender under this Deed must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

**24. NOTICES**

*Communications in writing*

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

*Addresses*

- 24.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Chargor and the Lender for any communication or document to be made or delivered under or in connection with this Deed is:

24.2.1 in the case of any Chargor, that identified with its name in Schedule 1 (*The Chargors*); and

24.2.2 in the case of the Lender, that identified with its signature below,  
or any substitute address, fax number or department or officer as any Chargor may notify to the Lender (or the Lender may notify to the Chargors, if a change is made by the Lender) by not less than five Business Days' notice.

*Delivery*

- 24.3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

24.3.1 if by way of fax, when received in legible form; or

24.3.2 if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and

24.3.3 if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*), if addressed to that department or officer.

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

**25. COUNTERPARTS**

This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and

the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**26. ASSIGNMENT**

The Lender may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor. The Lender may disclose any information about any Chargor and this Deed as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

**27. RELEASES**

Upon the expiry of the Liability Period (but not otherwise) and subject to clauses 18.3 and 18.4 (*Reinstatement*), the Lender shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

**28. GOVERNING LAW**

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

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.



**SCHEDULE 1  
THE CHARGORS**


<b>Name</b>	<b>Company Number</b>	<b>Registered Office</b>	<b>Address for Notices</b>	<b>Fax Number</b>	<b>FAO:</b>
<b>Working Links (Employment) Limited</b>	03943678	Sun Alliance House, 16 - 26 Albert Road, Middlesbrough, England, TS1 1PR	Sun Alliance House, 16 - 26 Albert Road, Middlesbrough, England, TS1 1PR		Raj Patel, Chief Finance Officer
<b>The Bristol, Gloucestershire, Somerset and Wiltshire Community Rehabilitation Company Limited</b>	08802537	Queensway House The Hedges, St. Georges, Weston-Super-Mare.. Weston-Super-Mare.. Avon, , BS22 7BB	Sun Alliance House, 16 - 26 Albert Road, Middlesbrough, England, TS1 1PR		Raj Patel, Chief Finance Officer
<b>The Dorset, Devon and Cornwall Community Rehabilitation Company Limited</b>	08802539	Queensway House The Hedges, St. Georges. , Weston-Super- Mare. BS22 7BB, England.. BS22 7BB	Sun Alliance House, 16 - 26 Albert Road, Middlesbrough, England, TS1 1PR		Raj Patel, Chief Finance Officer
<b>The Wales Community Rehabilitation Company Limited</b>	08802571	Queensway House The Hedges, St Georges, Weston Super Mare. Avon, BS22 7BB	Sun Alliance House, 16 - 26 Albert Road, Middlesbrough, England, TS1 1PR		Raj Patel, Chief Finance Officer

EXECUTION PAGE

THE CHARGORS

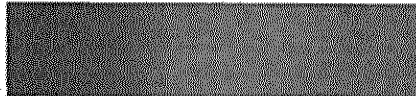
Executed as a deed by )  
WORKING LINKS (EMPLOYMENT))  
LIMITED

on being signed by: )  
*Rajesh Patel* )  
in the presence of: )



Director

Signature of witness:



Name:

*Charlotte Charles*

Address:

CMS Cameron McKenna Nabarro Olswang LLP  
Cannon Place,  
78 Cannon Street,  
London  
EC4N 6AP

Occupation:

*Trainee Solicitor*

Executed as a deed by )  
THE BRISTOL, GLOUCESTERSHIRE,) )  
SOMERSET AND WILTSHIRE )  
COMMUNITY REHABILITATION )  
COMPANY LIMITED )

on being signed by: )  
..... )  
..... )  
in the presence of: )

.....  
Director

Signature of witness:

.....

Name:

.....

Address:

.....

.....

Occupation:

.....

EXECUTION PAGE

THE CHARGORS

Executed as a deed by )  
WORKING LINKS (EMPLOYMENT))  
LIMITED

on being signed by: ) .....  
..... ) Director  
in the presence of: )

Signature of witness: .....

Name: .....

Address: .....

Occupation: .....

Executed as a deed by )  
THE BRISTOL, GLOUCESTERSHIRE,)  
SOMERSET AND WILTSHIRE  
COMMUNITY REHABILITATION  
COMPANY LIMITED

on being signed by: ) .....  
..... ) Director  
in the presence of: )

Signature of witness: Clare Massey .....

Name: CLARE MASSEY .....

Address: 3<sup>RD</sup> FLOOR WEST .....

Occupation: GEMERGAN HOUSE, 12 ORCHARD ST,  
SWANSEA, SA1 5AD  
SERVICE DELIVERY .....  
EXECUTIVE

Executed as a deed by )  
THE DORSET, DEVON AND)  
CORNWALL COMMUNITY  
REHABILITATION COMPANY  
LIMITED

on being signed by

in the presence of:

.....STEPHEN GEORGEY JONES  
Director

Signature of witness:

Name:

Address:

Occupation:

.....CLARE MOSELEY.....  
.....12 ORCHARD ST, SWANSEA  
.....SA1 5AD.....  
.....SERVICE DELIVERY EXECUTIVE.....

Executed as a deed by )  
THE WALES COMMUNITY)  
REHABILITATION COMPANY  
LIMITED

on being signed by

in the presence of:

.....STEPHEN GEORGEY JONES  
Director

Signature of witness:

Name:

Address:

Occupation:

.....CLARE MOSELEY.....  
.....12 ORCHARD ST, SWANSEA  
.....SA1 5AD.....  
.....SERVICE DELIVERY EXECUTIVE.....

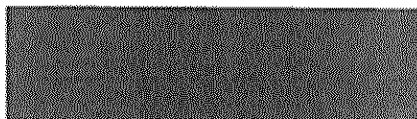
THE LENDER

AURELIUS SIGMA LIMITED

By:



in the presence of:



Signature of witness:

Name:

WILLIAM STAMP

Address:

3RD FLOOR, 1 SAVILE ROW  
LONDON, W1S 3JR

Occupation:

CHARTERED ACCOUNTANT

Address:

1 Savile Row, 3rd Floor, London, England,, London, W1S 3JR

Fax Number:

For the Attention of:

Tristan Nagler, Managing Director

Telephone Number:

+44 (0) 20 7440 0485