

MR01

Particulars of a charge

108541/13



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge  
delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This  
must be scanned and placed on the public record

FRIDAY



\*A2MN4E77\*

A04

06/12/2013

#357

COMPANIES HOUSE

**1** Company details

Company number 03980770

Company name in full Learndirect Limited

5

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date 03/12/2013

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Lloyds Bank plc (as Security Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

No specific land, ship, aircraft or intellectual property have been charged. For full details of the fixed charges, please refer to the charging document directly

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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## Particulars of a charge

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### Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Iram Tariq

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode

M

2

3

D

L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3980770

Charge code: 0398 0770 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2013 and created by LEARNDIRECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2013

Given at Companies House, Cardiff on 10th December 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 3 December 2013

- (1) PIMCO (HOLDINGS) LIMITED
- (2) THE COMPANIES LISTED IN  
SCHEDULE 1
- (3) LLOYDS BANK PLC

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**Debenture**

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*This Deed is subject to and has the benefit of an Intercreditor Agreement dated on or around the date of this Deed and made between, among others (1) the Chargors, (2) the Security Agent and (3) the Secured Parties (as each such term is defined in this Deed).*



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 5 December 2013

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

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THIS DEED is made the 3<sup>rd</sup> day of December 2013

BETWEEN

- (1) PIMCO (HOLDINGS) LIMITED a company incorporated in England and Wales with company number 08153096 (the "First Chargor"),
- (2) the companies listed in Schedule 1, and
- (3) LLOYDS BANK PLC in its capacity as Security Agent (the "Security Agent")

## 1 Interpretation

### *Expressly defined terms*

- 1.1 In this Deed, the following words and phrases have the specified meanings.

**"Associated Rights"** in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset,

**"Bank Balances"** all monies (including interest) from time to time standing to the credit of any and all present or future accounts which a Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the Finance Documents) and all indebtedness represented by any such accounts,

**"Charged Contracts"** in relation to any Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) in respect of such Chargor,

**"Charged Debts"** all book and other debts and all other rights and claims charged to the Security Agent pursuant to Clause 3.1.8,

**"Chargor"** the First Chargor, any company named in Schedule 1 (*The Chargors other than the First Chargor*), or any company which becomes a Party by executing and delivering a Deed of Accession (together the "Chargors"),

**"Collection Account"** in relation to any Chargor, such specially designated account with the Security Agent or such other account with such other bank as the Security Agent may from time to time direct for the purposes of Clause 8.9 (*Collection of Book Debts*),

**"Declared Default"** means an Event of Default which has resulted in the Agent exercising its rights under Clause 26.3.6 (*Acceleration*) of the Facilities Agreement,

**"Deed of Accession"** a deed substantially in the form set out in Schedule 9 (*Form of Deed of Accession*) subject to such variations as the Security Agent shall agree,

**"Delegate"** any delegate, agent, attorney or trustee appointed by the Security Agent,

**"Derivative Payment"** in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the relevant Chargor may derive from or be awarded or entitled to in respect of such asset,

**"Designated Chattels"** the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of any Chargor in Schedule 6 (*Designated Chattels*) and shall include



any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels,

**“Discharge Date”:** has the meaning given to the term *“Senior Discharge Date”* in the Intercreditor Agreement,

**“Distribution Rights”** all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment,

**“Dividends”** all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment,

**“Enforcement Party”** any of the Security Agent, a Receiver or a Delegate,

**“Exclusion”** means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely 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 in each case would materially impair or destroy the property or other rights of that Chargor in relation to or in connection with that asset,

**“Facilities Agreement”** a facilities agreement dated on or about the date hereof between, amongst others, the First Chargor, the other Chargors and Lloyds Bank plc in various capacities, including as original lender, original hedge counterparty, agent, arranger and Security Agent,

**“Fixtures”** any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property,

**“Floating Charge Assets”** at any time, all of the Secured Assets which are at that time the subject of any floating charge created by this Deed,

**“Insolvency Act”** the Insolvency Act 1986,

**“Insurances”** all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of any Chargor or (to the extent of its relevant interest) in which any Chargor has an interest;

**“Intercreditor Agreement”** an intercreditor agreement dated on or about the date hereof and entered into between, amongst others, the First Chargor, the other Chargors and Lloyds Bank plc in various capacities, including as original lender, original hedge counterparty, agent, arranger and Security Agent,

**“Investment”** in respect of any Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of this Deed) now or in the future owned by such Chargor, in each case whether held directly by, or to the order of, such Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of such Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system,

**"LPA"** the Law of Property Act 1925,

**"Party"** an original party to this Deed or any person which becomes a party by the execution and delivery of a Deed of Accession,

**"Property"** the Real Property from time to time owned by each Chargor or in which any Chargor has any right, title or interest Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property,

**"Real Property"**

- (a) any freehold, leasehold or immovable property, wherever situated, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property,

**"Receiver"** anyone or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to this Deed in respect of any Chargor or in respect of the Secured Assets of any Chargor,

**"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 Assets"** the assets the subject of any Security created by this Deed,

**"Secured Obligations"** all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities,

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement,

**"Security Agent"** Lloyds Bank plc acting in its capacity as trustee for the Secured Parties (including itself),

**"Security Period"** the period beginning on the date of this Deed and ending on the Discharge Date,

**"Shares"** (in relation to each Chargor) all shares (if any) specified in Schedule 5 (*Shares*) in respect of such Chargor and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by such Chargor from time to time, or any in which it has an interest,

**"Specified Bank Balances"** all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account,

**"Specified Shares"** in relation to a Chargor the Shares specified in Schedule 5 (*Shares*) opposite its name, and

**"Third Parties Act"** the Contracts (Rights of Third Parties) Act 1999,

***Definitions contained in Facilities Agreement***

1 2

1 2 1 Unless a contrary indication appears each term used in this Deed which is defined in the Facilities Agreement shall have the same meaning as in the Facilities Agreement

1 2 2 Clause 1 2 1 shall apply notwithstanding that the facilities made available under or pursuant to the Facilities Agreement (as amended, novated, supplemented, extended, or restated from time to time) may have been repaid and/or cancelled in full

***Construction***

1 3 In this Deed

1 3 1 unless a contrary indication appears, a reference to

- (a) **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset,
- (b) **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
- (c) **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (d) **"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),
- (e) **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (f) **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales,
- (g) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Obligor, and

- (h) the “First Chargor”, the “Security Agent” or any “Chargor”, “Party”, “Obligor” or any of the “Secured Parties” shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
- 1 3 2 where something (or a list of things) is introduced by the word “including”, or by the phrase “in particular”, or is followed by the phrase “or otherwise”, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
- 1 3 3 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed),
- 1 3 4 each reference to this Deed (or to any other agreement, instrument or deed) means, at any time, this Deed (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time (however fundamentally and even if any of the same increases the obligations of any Obligor or provides for further advances), provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of this Deed or of any of the Finance Documents,
- 1 3 5 the index and Clause and Schedule headings are for ease of reference only,
- 1 3 6 an Event of Default arising under Clause 26 2 (*Non-payment*), Clause 26 18 (*Insolvency Proceedings*) or Clause 26 20 (*Creditors’ Process*) is “**continuing**” if it has not been waived and any other Event of Default is “**continuing**” if it has not been remedied or waived,
- 1 3 7 in relation to any Chargor which becomes a Party upon the execution and delivery of a Deed of Accession, (a) where any assets are identified by reference to a Schedule this includes assets identified in any corresponding or analogous schedule to such Deed of Accession and (b) provisions which apply by reference to the date of execution of this Deed shall apply by reference to the date of execution of such Deed of Accession,
- 1 3 8 references to any Security “**created ..... by this Deed**” are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to this Deed, or by, under or pursuant to any Deed of Accession, and
- 1 3 9 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

### ***Third Party Rights***

- 1 4 No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed, other than an Enforcement Party, which may do so, or any other person, to the extent that this Deed or any other of the Finance Documents expressly provides for it to do so No consent of any person who is not a Party is required to rescind or vary this

Deed at any time This Clause 1 4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act

***Incorporation of other terms***

1 5

1 5 1 The terms of the other Finance Documents under which the Secured Obligations arise and of any side letters between any Chargor and the Secured Parties or any of them relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 5 2 Without prejudice to the operation of any applicable term of the Facilities Agreement or any other Finance Document, the provisions of Clauses 12 4 to 12 6 (*Default interest*), 33 19 to 33 23 (*Currency of account*), 33 24 and 33 25 (*Change of currency*), 35 1 (*Communications in writing*), 35 3 to 35 7 (*Delivery*), 35 10 to 35 12 (*Electronic communication*), 35 17 and 35 18 (*English language*), 36 (*Calculations and certificates*), 37 (*Partial Invalidity*), 38 (*Remedies and waivers*), 39 2 to 39 5 (*Required consents*), 39 7 to 39 10 (*Exceptions*) and 42 (*Counterparts*) of the Facilities Agreement shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such clause to "this Agreement" were a reference to "this Deed"

***Inconsistency between this Deed and the Intercreditor Agreement***

1 6 If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail

***Trust***

1 7 All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Intercreditor Agreement

**2 Covenant to pay**

Each Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents

**3 Security**

***Fixed charges***

3 1 Each Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent the following assets

***First legal mortgage on specified Property***

- 3 1 1 by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (*Details of Property*),

***First fixed charges in respect of other Property***

- 3 1 2 by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3 1 1), (b) any other rights, title or interest of such Chargor in Property, wherever situated, and (c) all Associated Rights in relation to its Property,

***First fixed charges in respect of Designated Chattels***

- 3 1 3 by way of first fixed charge, (a) the Designated Chattels (if any) in respect of such Chargor (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1 or 3 1 2), and (b) all Associated Rights in relation to such Designated Chattels,

***First fixed charges in respect of other chattels***

- 3 1 4 by way of first fixed charge, (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3 1 1, 3 1 2 or 3 1 3 nor any chattel for the time being forming part of such Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this Clause 3 1 4 and (c) the benefit of all Associated Rights relating to any chattel validly charged by this Clause 3 1 4,

***First fixed charge on specified Shares***

- 3 1 5 by way of first fixed charge, (a) the Shares (if any) listed in respect of such Chargor in Schedule 5 (*Shares*) and (b) the Distribution Rights (if any) from time to time accruing to or on such Shares,

***First fixed charge on Investments***

- 3 1 6 by way of first fixed charge
- (a) all Investments (but not including Shares which are subject to a valid fixed charge under Clause 3 1 5), and
  - (b) all Distribution Rights from time to time accruing to or on such Investments,

***First fixed charges in respect of Insurances***

- 3 1 7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3 2 3 but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of such Chargor and all Insurance Proceeds either now or in the future held by or payable to such Chargor or in which such Chargor otherwise has an interest (to the extent of such interest),

***First fixed charges in respect of book debts***

3 1 8 by way of first fixed charge

- (a) all present and future book and other debts, revenues and monetary claims of or owing to such Chargor, and
- (b) all rights and claims of whatever nature of such Chargor now, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,

***First fixed charge on Specified Bank Balances***

3 1 9 by way of first fixed charge, all of the Specified Bank Balances in respect of such Chargor,

***First fixed charge on other Bank Balances***

3 1 10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under Clause 3 1 9),

***First fixed charge on Intellectual Property***

3 1 11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to Clause 3 2 4, by way of first fixed charge, all Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest),

***First fixed charges in respect of Authorisations***

3 1 12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clauses 3 2 1 or 3 2 5 respectively but are capable of being effectively charged, by way of first fixed charge, (a) the benefit of all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and (b) the right to recover and receive all Derivative Payments which may at any time become payable to such Chargor in respect of such Authorisations,

***First fixed charge on contracts***

3 1 13 to the extent that they do not fall within any other provision of this Clause 3 1 (*Fixed Charges*) and are not effectively assigned under Clause 3 2 2, by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party,

***First fixed charge on goodwill and uncalled capital***

3 1 14 by way of first fixed charge, all the goodwill and uncalled capital of such Chargor, and

***First fixed charge on other Associated Rights***

3 1 15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of such Chargor, in each case to the extent that such Associated Rights

are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed

***Assignments by way of security***

- 3 2 As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets

***Authorisations***

- 3 2 1 all Authorisations held or utilised by such Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,

***Charged Contracts***

- 3 2 2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts,

***Insurances and Insurance Proceeds***

- 3 2 3 the Insurances and the benefit of all Insurance Proceeds of such Chargor,

***Intellectual Property***

- 3 2 4 the Intellectual Property (if any) owned by such Chargor or in which such Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Agent shall grant to such Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Declared Default exists upon such terms as may reasonably be specified by the Security Agent, and

***Associated Rights and Derivative Payments***

- 3 2 5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3 1 (*Fixed charges*) of this Deed or valid assignment pursuant to Clauses 3 2 1 to 3 2 4 and which relate to any of the assets of such Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Deed

***Notice of charge or assignment***

3 3

- 3 3 1 Each Chargor shall, following an Event of Default which is continuing and within 5 Business Days, upon receiving a request from the Security Agent, give notice of each charge or assignment of all (if any) its right, title and interest in and to

- (a) the Insurances and Insurance Proceeds, by sending a notice in the form of Part 1 of Schedule 7 (*Notices*) (with such amendments as the Security Agent may agree and/or require) duly completed to each of the other parties to the Insurances, and



- (b) the Charged Contracts, by sending a notice in the form of Part 2 of Schedule 7 (*Notices*) (with such amendments as the Security Agent may agree and/or require) duly completed to each of the other parties to the Charged Contracts
- 3 3 2 Each Chargor shall use its reasonable endeavours to procure that, within 14 days of the date of its receiving a request under Clause 3 3.1 to give notice to the relevant other party, each such other party delivers an acknowledgement to the Security Agent substantially in the form of the acknowledgement of notice endorsed on a copy of the relevant notice as set out in Part 1 or Part 2 of Schedule 7 (*Notices*)
- 3.3 3 Immediately upon execution of this Deed each Chargor shall in respect of the Specified Bank Balances deliver a duly completed notice to the bank or financial institution where those Specified Bank Balances are charged and procure that such bank or financial institution executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 8 (*Form of notice to bank operating secured account*)
- 3 3 4 By countersigning this Deed, Lloyds Bank plc acknowledges that
- (a) they are on notice that the relevant Chargor has charged, by way of fixed charge to the Security Agent, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Specified Bank Balances maintained with Lloyds Bank plc,
  - (b) agree to act in accordance with the authorisations, instructions and notifications contained or referred to in this Deed,
  - (c) confirm that they have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party,
  - (d) undertake that they will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account, and
  - (e) agree that any notice or other communication from the relevant account bank to the Security Agent will be sent or made to the address of the Security Agent stated in this Deed, or to such other address as the Security Agent may from time to time notify to them

***Exercise of rights under Charged Contracts***

3 4

- 3 4 1 Whilst no Declared Default exists, the relevant Chargor may exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default
- 3 4 2 Where a Declared Default exists, the relevant Chargor shall, if requested by the Security Agent, exercise its rights under the Charged Contracts only in accordance with the instructions of the Security Agent

### ***Floating charge***

3 5

- 3 5 1 As further continuing security for the payment, discharge and performance to the Security Agent of the Secured Obligations, each Chargor charges in favour of the Security Agent, by way of first floating charge, all its assets and undertaking, wherever located, both present and future
- 3 5 2 The floating charge created by Clause 3 5 1 is deferred, in relation to each Chargor, in point of priority to all fixed Security validly and effectively created by such Chargor under any of the Transaction Security Documents in favour of the Security Agent as security for the Secured Obligations

### ***Conversion of floating charge***

3 6

- 3 6 1 The Security Agent may, at any time, by notice in writing to any Chargor, convert any floating charge created by this Deed into a fixed charge as regards such assets as it shall specify in the relevant notice if
- (a) an Event of Default has occurred which is continuing, or
  - (b) the Security Agent is of the view (acting reasonably and in good faith) that
    - (i) such assets are in danger of being seized,
    - (ii) any legal process or execution is being enforced against such assets,
    - (iii) such assets are otherwise in jeopardy, or
    - (iv) steps have been taken which would, in the reasonable opinion of the Security Agent, be likely to lead to the appointment of an administrator or administrative receiver in relation to such Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of such Chargor
- 3 6 2 The giving of a notice by the Security Agent pursuant to Clause 3 6 1 in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

### ***Automatic conversion of floating charge***

- 3 7 In addition to any circumstances in which any floating charge created under this Deed will crystallise automatically under the general law, and without prejudice to the operation of Clause 3 6 (*Conversion of floating charge*)
- 3 7 1 if any Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Agent, or

3 7 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset, or

3 7 3 if any Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of such Chargor or any of its assets,

then and in any such event, any floating charge created by this Deed in relation to such Chargor shall, without any notice being given under Clause 3 6 (*Conversion of floating charge*) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets of such Chargor.

3 7 4 The floating charge created by Clause 3 5 (*Floating Charge*) shall not be converted into a fixed charge solely by reason of

(a) the obtaining of a moratorium, or

(b) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

#### *Continuing security*

3 8 The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding

#### *Miscellaneous*

3 9

3 9 1 All the Security created by this Deed by any Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3 9 2 Clauses 3 1 2 to 3 1 15 inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such Clause were expressed, separately and specifically, to have been made subject to a first fixed charge, and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such

3 9 3 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by this Deed

3 9 4 Any charge which has crystallised under Clause 3 6 (*Conversion of floating charge*) or Clause 3 7 (*Automatic conversion of floating charge*) may, by written notice at any time by the Security Agent to the relevant Chargor, be re-converted to a floating charge in respect of such assets or crystallised charge

- 3 9 5 This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation
- 3 9 6 This Deed may be enforced against each or any Chargor without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them
- 3 9 7 Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent 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

#### **4 Further assurance**

- 4 1 Subject to the Agreed Security Principles, each Chargor shall (and the First Chargor shall procure that each other member of the Group will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))
- 4 1 1 to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,
- 4 1 2 to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- 4 1 3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security
- 4 2 Each Chargor shall (and the First Chargor shall procure that each other member of the Group will) take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

#### **5 Exclusion of Assets from Security**

- 5 1 Where any asset which is purported to be charged or assigned under Clause 3 1 to 3 4 of this Deed contains an Exclusion (the "**Excluded Asset**"), that asset shall not be charged or assigned pursuant to those clauses until that restriction has been Satisfied
- 5 2 Each Chargor shall use all reasonable endeavours to procure that any Exclusions applying to any Excluded Assets are Satisfied as soon as reasonably practicable after the date of this Deed and shall notify the Security Agent, on a quarterly basis thereafter, of the steps being taken in relation to any such Exclusion and, promptly, when any such Exclusion is Satisfied

5 3 Promptly upon any Exclusion being Satisfied, the Excluded Assets concerned shall become the subject of an effective charge or security assignment pursuant to, and in accordance with, Clause 3 (*Security*), the Excluded Asset shall become a Security Asset and the relevant Chargor shall deliver a copy of any relevant consent to the Security Agent

5 4 Each Chargor shall hold on trust for the Security Agent (as trustee for the Secured Parties) all its interest in and to all Excluded Assets until that Exclusion is Satisfied

5 5 For the avoidance of doubt, nothing in this clause shall exclude any asset from the provisions of, and charges created pursuant to, Clause 3 5 (*Floating charge*) of this Deed

## 6 **Negative pledge**

Except as otherwise permitted pursuant to the Facilities Agreement, during the Security Period, no Chargor shall create, extend, or permit to subsist, any Security over any of the Secured Assets, nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in this Clause 6

## 7 **Representations and warranties**

7 1 Each Chargor makes the Repeating Representations to the Security Agent and each Secured Party on the date of this Deed, in each case as if expressly set out in this Deed and so far as applicable to such Chargor or the Secured Assets of such Chargor Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Deed or, where deemed, pursuant to Clause 7 3, to be repeated at a later date, by reference to the facts and circumstances existing at each such later date

7 2 Each Chargor further represents and warrants as follows

7 2 1 neither the Shares nor the Distribution Rights attributable to the Shares are subject to any lien, charge, equity, encumbrance, option to purchase or similar rights of any person, other than a Permitted Security or Permitted Transaction, and

7 2 2 the Security Agent is entitled to be registered or to require a nominee to be registered as a member of each of the relevant companies to which such Shares relate without any right of the board of directors of any such company to refuse registration or to consent to such registration only subject to satisfaction of conditions

7 3 Each of the representations in this Clause 7 and the Repeating Representations shall be deemed to be repeated on each day during the Security Period on which representations and warranties set out in Clause 22 (*Representations*) of the Facilities Agreement are, or are deemed to be, made or repeated pursuant to Clause 22 60 to 22 63 (*Times when Representations Made*) of the Facilities Agreement

7 4 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 of the representation or warranty

## 8 Undertakings

Throughout the Security Period, each Chargor makes the undertakings set out in this Clause 8 to the Security Agent and to each other Secured Party

### *Not jeopardise Security*

- 8 1 It will not (and, without prejudice to Clause 8 11 2, will procure that no nominee will) do or omit to do anything, or allow anything to be done or omitted, the result of which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Security created by this Deed or the priority of its ranking as expressed in this Deed or in the Intercreditor Agreement to the extent that it would have a Material Adverse Effect

### *Maintenance*

- 8 2 It will keep the Property and other Secured Assets necessary to the conduct of its business in a good and substantial state of repair, working order and condition (fair wear and tear excepted) where failure to do so will have, or is reasonably likely to have, a Material Adverse Effect

### *Observe covenants*

- 8 3 It will observe and perform all material covenants and stipulations from time to time on its part to be performed or observed and affecting any of the assets owned by it or in which it has an interest or the way in which it uses or benefits from such assets where failure to do so will have, or is reasonably likely to have, a Material Adverse Effect

### *Effect registrations*

- 8 4 It will affect all registrations, make all filings or applications required by the Security Agent (acting reasonably) and pay all Taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and such Chargor's right to make full use and enjoy the full benefit of the Secured Assets unless failure to do so will have an Material Adverse Effect in the case of Tax any payment is being withheld for one of the reasons referred to in Clause 25 11 (*Taxation*) of the Facilities Agreement

### *Insurance*

- 8 5 It shall maintain insurances on and in relation to the Secured Assets in accordance with the provisions of Clause 25 40 and 25 41 (*Insurance*) of the Facilities Agreement,

### *Chattels*

- 8 6 If so requested by the Security Agent following the occurrence of a Declared Default, it will place and maintain on each chattel the value of which exceeds £10,000 and which is expressed to be subject to a fixed charge under this Deed, in a conspicuous place, an identification marking in the following terms and not conceal, alter or remove such marking or permit it to be concealed, altered or removed

“Notice of Charge -This [*specify the chattel*] and additions and ancillary equipment are subject to a first fixed charge in favour of Lloyds Bank plc ”

### *Property*

8 7

- 8 7 1 It will observe and perform all covenants, agreements, restrictions, stipulations and conditions from time to time affecting its interest in the Property or the mode of user or the enjoyment of it and will pay all present and future tax, rates, assessments and outgoings of any kind imposed upon or payable in respect of the Property, or by the owner or occupier of the Property when due or in accordance with any applicable grace period save where such payment is being contested in good faith or where failure to pay those amounts will not have, or is not reasonably likely to have, a Material Adverse Effect
- 8 7 2 It will observe and comply with the terms of all Authorisations relating to the Property where failure to do so would have a Material Adverse Effect

### *Land Registry*

8 8

- 8 8 1 In relation to all present and future registered Property (and any unregistered Property subject to compulsory first registration at the date of this Deed), it will (if required to do so by the Security Agent) apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property a restriction in the following terms

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this Deed] in favour of Lloyds Bank plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary ”

and, where applicable, notice of an obligation to make further advances

- 8 8 2 If required to do so by the Security Agent, it shall submit the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Deed (or, in the case of The Land Registry form CH2, where applicable, within 5 Business Days following its later receipt of such form duly completed by the Security Agent), and pay all fees, costs and expenses incurred in connection with the applications
- 8 8 3 The Security Agent, in its absolute discretion, may make any of the applications referred to in this Clause 8 8 in place of such Chargor In such a case, such Chargor consents to the entry of the relevant restriction and will pay all reasonable fees, costs and expenses incurred in connection with the application

### *Collection of book debts*

- 8 9 Following the occurrence of a Declared Default and from such time as it is required to do so by the Security Agent, it will collect (as agent for the Security Agent) all Charged Debts and pay into such specially designated account with the Security Agent or such other account with such other bank as the Security Agent may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Agent

### *Accounts*

- 8 10 Where the Collection Account is not maintained with the Security Agent in its capacity as Security Agent but with the Security Agent in some other capacity or with some other bank or financial institution and/or where any other Bank Balances are charged to the Security Agent pursuant to the provisions of Clauses 3 1 9 or 3 1 10, it will, following the occurrence of a Declared Default, give notice in the form set out in Schedule 8 (*Form of notice to bank operating secured account*) to the Security Agent (if such account is maintained with the Security Agent in some other capacity than as Security Agent) or such other bank or financial institution with whom the Collection Account attributable to it is maintained or where such other Bank Balances are held and use reasonable endeavours to procure a receipt and confirmation in respect of that notice as provided in such form

### *Shares and other Investments*

8 11

- 8 11 1 Subject to the terms of any restriction contained in the Facilities Agreement and/or the Intercreditor Agreement it will pay all calls or other payments due and payable in respect of any of the Shares and if it fails to do so the Security Agent may following the occurrence of an Event of Default which is continuing, pay the calls or other payments on its behalf
- 8 11 2 Except where the Security Agent requires it to do so, it will not nominate another person or persons to enjoy or exercise all or any of its rights as the registered holder of the Shares
- 8 11 3 If the Security Agent requires it to do so, it will use reasonable endeavours to procure that any of the companies to which the Shares relate which is either a Subsidiary or in which it is a majority shareholder will make such changes to its respective articles of association as may be necessary, pursuant to section 145 of the Companies Act 2006, to permit it to nominate the Security Agent or a nominee of the Security Agent to exercise or enjoy all of any of such Chargor's rights as a registered holder of the Shares of such company
- 8 11 4 In respect of the Specified Shares which are held within CREST or otherwise in uncertificated form, and any further Shares in uncertificated form which it subsequently acquires, it will provide such information, give such instructions and enter into such documents as the Security Agent may reasonably require to perfect the Security created by this Deed over such Shares
- 8 11 5 If it acquires Investments, whether pursuant to its Distribution Rights or for any other reason, after the date of this Deed, the provisions of Clause 8 11 3 and the remaining provisions of this Clause 8 11 shall apply to such Investments
- 8 11 6 Following a Declared Default, the Security Agent may, at any time, complete the instruments of transfer on behalf of such Chargor in favour of itself or such other person as it shall select, and such Chargor shall procure that such instruments of transfer are registered in the statutory registers of the relevant company as soon as reasonably practicable following the completion of such instruments and that share certificates in the name of the Security Agent and/or its nominee(s) in respect of the Shares to which such instrument of transfer relates are delivered to the Security Agent as soon as reasonably practicable, but in any event no later than 5 days after the date upon which the Security Agent has delivered the relevant instrument of transfer



- 8 11 7 Until the occurrence of a Declared Default, such Chargor will be entitled to receive and retain all Dividends and will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would prejudice the value of, or the ability of the Security Agent to realise, the Security created by this Deed
- 8 11 8 It shall give to the Security Agent reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in Clause 8 11 7
- 8 11 9 Following the occurrence of a Declared Default (the “default period”), any Dividends will be received by such Chargor on trust for the Security Agent and paid into a separate account or otherwise dealt with as directed by the Security Agent, and such Chargor shall, if the Security Agent so requires, during the default period, exercise all voting and other rights and powers attaching to the Shares as the Security Agent shall direct.
- 8 11 10 At any time when any Investments are registered in the name of the Security Agent or its nominee
- (a) for so long as there is no Declared Default, the Security Agent will (so far as is consistent with the Security created by this Deed) exercise any applicable voting or other rights and powers in accordance with the directions of such Chargor and account to such Chargor for any Dividends, but
  - (b) upon the occurrence of a Declared Default, the Security Agent may exercise or refrain from exercising such voting or other rights and powers as it thinks fit and may retain any Dividends, but in any case the Security Agent will not be under any duty to ensure that any Dividends are duly and promptly paid or received by it or its nominee, nor to verify that the correct amounts are paid or received by it or its nominee, nor to take any action in connection with the taking up of any Distribution Rights in respect of or in substitution for, any of those Investments

#### *Deposit of documents*

- 8 12 It will as soon as reasonably practicable following the Security Agent's request deposit with the Security Agent (or as the Security Agent directs) (a) all deeds and documents of title relating to the Property, including counterpart leases, licences and any other deeds or documents necessary to enable the Security Agent to enforce the Security created by this Deed, (b) copies of all policies of Insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this Deed and (c) all such other documents relating to the Secured Assets as the Security Agent may from time to time reasonably require

#### *Retention of documents*

- 8 13 The Security Agent may retain any document delivered to it pursuant to Clause 8 12 (*Deposit of documents*) or otherwise until the Discharge Date and if, for any reason, the Security Agent ceases to hold any such document before such time, the Security Agent may, by notice to such Chargor, require that the relevant document be redelivered to it and such Chargor shall use its reasonable endeavours to comply (or procure compliance) with such notice as soon as reasonably practicable following receipt of such notice (if it is able to do so)

### ***Power to remedy***

- 8 14 If such Chargor fails to comply with any of the covenants and undertakings described in Clauses 8 1 (*Not jeopardise Security*) to 8 13 (*Retention of documents*) inclusive, it will allow (and irrevocably authorises) the Security Agent and/or such persons as the Security Agent nominates (in each case acting in good faith) to take on behalf of such Chargor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings

### ***Interest***

- 8 15 If the Chargor fails to pay any sum payable under this Deed on the due date for payment of that sum (or, in the case of any sums demanded under Clause 2 (*Covenant to pay*), on the date of demand being made) it will pay interest on any such sum, before and after judgment, from the due date for payment (or date of demand, as the case may be) until the actual date of payment, calculated on a daily basis at the rate determined in accordance with the provisions of Clause 12 4 to 12 6 (*Default interest*) of the Facilities Agreement, but only to the extent that interest at such default rate is not otherwise being paid on such sum

### ***Indemnity***

- 8 16 It will indemnify the Security Agent and will keep the Security Agent indemnified in accordance with the provisions of Clauses 18 5 to 18 7 (*Indemnity to Security Agent*) of the Facilities Agreement and any relevant provisions of the Intercreditor Agreement

## **9 Enforceability**

- 9 1 For the purposes of all powers implied by the LPA or any other applicable legislation, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Security Agent and any Receiver will become exercisable after a Declared Default
- 9 2 As between the Security Agent and each Chargor, the power of the Security Agent to enforce the Security created by this Deed shall be exercisable only upon the occurrence of a Declared Default (unless there has been a request from such Chargor to the Security Agent for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request)

## **10 Enforcement of security**

- 10 1 At any time after the Security Agent's power of sale has become exercisable pursuant to Clause 9 2, the Security Agent may, without further notice, (a) appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and, if more than one person is appointed as Receiver, such appointees may act jointly and severally or individually, (b) take possession of the Secured Assets, and/or (c) in its absolute discretion enforce all or any part of the Security created by this Deed in such other lawful manner as it thinks fit The Security Agent may remove any person from appointment as Receiver and may appoint another person as Receiver The Security Agent may also appoint an additional Receiver.
- 10 2 The Receiver will, so far as the law permits, be the agent of each Chargor in respect of which the Receiver is appointed and each such Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver The Security Agent will not be responsible for any misconduct,

negligence or default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of the relevant Chargor.

- 10.3 The remuneration of the Receiver may be fixed by the Security Agent but will be payable by the relevant Chargor. The amount of the remuneration will form part of the Secured Obligations.
- 10.4 The Receiver will have the power, on behalf and at the cost of each Chargor in respect of which the Receiver is appointed, (a) to do or omit to do anything which he considers appropriate in relation to the Secured Assets and (b) to exercise all or any of the powers conferred on the Receiver or the Security Agent under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.
- 10.5 Without prejudice to the general powers set out in Clause 10.4, a Receiver will also have the powers and discretions set out in Schedule 10 (*Receiver's specific powers*).
- 10.6 The Security Agent or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations.
- 10.7 If the Security Agent or the Receiver obtains possession of the Property, the Security Agent or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming part of the Secured Assets, without being under any liability to any Chargor other than to account for their net proceeds of the sale. All costs, losses and liabilities incurred by the Security Agent or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations.
- 10.8 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Security Agent or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Security Agent may, at any time after this Deed has become enforceable pursuant to Clause 9.2, exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of any Chargor or otherwise and whether or not a Receiver has been appointed.
- 10.10 The Security Agent may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.
- 10.11 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charges created under this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

**11 Payments, accounts and application of proceeds**

***Right of appropriation***

- 11 1 Subject to the provisions of Clause 11 11 (*Recoveries by Receiver*) and the provisions of the Facilities Agreement and Intercreditor Agreement, the Security Agent is entitled to appropriate money and/or assets to the Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by any Chargor

***No set-off by Chargors***

- 11 2 No Chargor shall exercise any right of set-off or counterclaim it might have in respect of any payment due to the Security Agent under this Deed

***Security Agent's rights of set-off***

- 11 3 The Security Agent may set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation
- 11 4 At any time after the Transaction Security has become enforceable (and in addition to its rights under Clause 11.3 above), the Security Agent and each other Secured Party, may set-off any contingent liability owed by a Chargor under any Finance Document against any obligation owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation
- 11 5 If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

***Contingencies***

- 11 6 If the Transaction 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), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent usually grants for accounts of that size and nature

***Suspense Account***

- 11 7 The Security Agent may, at any time, credit to a suspense account any money received by it under this Deed, to be held for so long as and on such terms as the Security Agent may determine pending its application towards discharging the Secured Obligations

***New account***

- 11 8 If the Security Agent receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Agent does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice

***Time deposit***

- 11 9 Without prejudice to the provisions of Clause 11 3 to 11.5 (inclusive) (*Security Agent's rights of set-off*), if at any time any Chargor has made a deposit with the Security Agent on

terms that it will be repaid on a specified date (a "Time Deposit") then (a) if the Security Agent has made any demand under Clause 2 (*Covenant to pay*), it may vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date, or (b) if a Declared Default has arisen but no amount of Secured Obligations has fallen due before such specified date, the Security Agent may renew such Time Deposit for such further maturity as the Security Agent in its absolute discretion determines

#### ***Calculations***

- 11 10 Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates

#### ***Recoveries by Receiver***

- 11 11 The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying the following amounts in the following order of priority (a) the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration, (b) any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, Taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable legislation, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations, (c) the remaining Secured Obligations, in accordance with the provisions of the Finance Documents, and (d) the claims of those persons entitled to any surplus

#### ***Tax gross-up***

- 11.12 The provisions of Clause 16 2 to 16 15 (*Tax gross-up and Indemnities*) of the Facilities Agreement shall apply to any payments made by any Chargor under or pursuant to this Deed

#### ***Currency of payment***

- 11.13 No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Security Agent shall have received payment in full in the relevant currency specified in Clause 33 19 to 33 23 (*Currency of account*) of the Facilities Agreement 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, the Security Agent shall have a further separate cause of action against such Chargor and shall be entitled to enforce the Security created by this Deed to recover the amount of the shortfall

#### ***Currency conversion***

- 11 14 All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations Any translation from one currency to another currency unit shall

be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably)

**12 Protection of third parties**

***No duty to enquire***

- 12 1 A buyer from, or other person dealing with, any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed

***Receipt conclusive***

- 12 2 The receipt of the Security Agent or any Receiver shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver

**13 Protection of Security Agent**

***Security Agent's receipts***

- 13 1 The Security Agent shall not be obliged to account to any Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed

***13.2 Exclusion of liability***

- 13 3 No Enforcement Party will be liable to any Chargor for any expense, loss, inability or damage incurred by such Chargor arising out of the exercise by such Enforcement Party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct
- 13 4 No Chargor may take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed
- 13 5 Any officer, employee or agent of any Enforcement Party may rely on this Clause 13 under the Third Parties Act.

***Effect of possession***

- 13 6 If the Security Agent or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Security Agent or the Receiver to account as mortgagee in possession, and if at any time the Security Agent enters into possession of the Secured Assets or any of them it may at any time at its discretion go out of such possession

### ***Chargors' indemnity***

- 13 7 Each Chargor agrees with the Security Agent to indemnify the Security Agent and any Receiver or Delegate within five Business Days of demand against any costs, Taxes, losses, liabilities or damage incurred by any of them in respect of (a) the taking, holding, protection or enforcement of the Security created by this Deed, (b) any exercise of the rights, powers, discretions or remedies of, or vested in, any Enforcement Party or any attempt or failure to exercise those rights, powers, discretions or remedies and (c) anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed

### ***Delegation***

- 13 8 Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent 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

### **14 Power of attorney**

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Transaction Security has occurred which such Chargor is obliged to take under this Deed or, if no Event of Default is continuing, which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause 14

### **15 Application, variation and extension of statutory provisions**

- 15 1 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind a Chargor only if, in any case, the relevant covenant imposes upon such Chargor a burden, liability or obligation that would not otherwise arise under this Deed
- 15 2 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 9 (*Enforceability*)), the conditions set out in that section, as to when the powers conferred on a mortgagee by that section arise, do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed. The Security Agent and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed
- 15 3 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Security Agent in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed
- 15 4 The restriction on the consolidation of mortgages in section 93 of the LPA does not apply to this Deed nor to any Security given to the Security Agent pursuant to this Deed. Section 109(1) of the LPA shall not apply to this Deed. Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Security Agent nor to a Receiver appointed under this Deed

- 15 5 The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by any Chargor in relation to the Secured Assets or any part of them. The restrictions on the powers of the Security Agent or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.
- 16 **Other miscellaneous provisions**
- 16 1 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.
- 16 2 If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.
- 16 3 Subject to the provisions of the Intercreditor Agreement, the Security Agent may decide when and how to apply any payments and distributions received for its own account under this Deed, and also, as between the Security Agent and any Chargor, whether and, if so, when, how and to what extent (a) to exercise its rights under this Deed and (b) to exercise any other right it might have in respect of any Chargor (or otherwise) without, in any case, any Chargor having the right to control or restrict the Security Agent's exercise of this discretion.
- 16 4 No provision of this Deed will interfere with the Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.
- 16 5 Each Chargor authorises the holder of any prior or subsequent Security to provide to the Security Agent, and the Security Agent to receive from such holder, details of the state of account between such holder and such Chargor.
- 16 6 No Chargor shall assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Agent.
- 16 7 Save as otherwise provided in the Facilities Agreement or the Intercreditor Agreement, the Security Agent may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 16 8 Provided the provisions of Clause 40.2 (*Disclosure of Confidential Information*) of the Facilities Agreement are complied with, the Security Agent may disclose any information about any Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests and any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been an original party to this Deed.
- 16 9 If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid and/or (b) any such payment or any Security (or other right) held by the Security Agent in respect of any of the Secured



Obligations (whether under this Deed or otherwise) is void, is set aside or is otherwise affected, then the relevant Chargor's obligations under this Deed shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Security Agent, and accordingly (but without limiting the Security Agent's other rights under this Deed) the Security Agent shall be entitled to recover from such Chargor the value which the Security Agent has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred

- 16 10 If the Security Agent, acting reasonably on the basis of legal advice (at the Chargor's expense) considers that any amount paid by any Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16 9, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid
- 16 11 The Security Agent as agent for the Secured Parties confirms that the Secured Parties shall perform their respective obligations, to the extent arising under the Finance Documents, to make further advances The Security created by this Deed has been made for securing such further advances
- 16 12 To the extent that any Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate, or to the extent that in any such jurisdiction there may be attributed to such Chargor or its assets such immunity (whether or not claimed), it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction
- 16 13 The perpetuity period applicable to the trusts created by this Deed is 125 years
- 16 14 On the Discharge Date (but subject to Clauses 16 9 and 16 10) the Security Agent shall, at the request and cost of each Chargor, execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed and the re-assign the Secured Assets to the Chargors
- 16 15 Each Chargor (other than the First Chargor) by its execution of this Deed or a Deed of Accession irrevocably appoints the First Chargor to act on its behalf as its agent in relation to any Transaction Security Document and irrevocably authorises
- 16 15 1 the First Chargor on behalf of such Chargor to supply to the Security Agent all information concerning such Chargor contemplated by this Deed and to complete and give all notices, requests and instructions, to execute on its behalf any Deed of Accession and any other Transaction Security Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by such Chargor, notwithstanding that they may affect such Chargor, without (in any case) further reference to or the consent of such Chargor, and
- 16 15 2 the Security Agent to give or make to the First Chargor (and not to such Chargor) any notice, demand or other communication concerning such Chargor pursuant to the Transaction Security Documents,

and in each case such Chargor shall be bound as though such Chargor itself had given the information, notices, requests and instructions or executed or made the Deed of Accession, such other Transaction Security Documents or such agreements, or effected the

amendments, supplements or variations, or received the relevant notice, demand or other communication

16 16 Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the First Chargor or given to the First Chargor under or in connection with any Deed of Accession or other Transaction Security Document on behalf of another Chargor (whether or not known to any other Chargor and whether occurring before or after such other Chargor became a Chargor under this Deed) shall be binding for all purposes on that Chargor as if that Chargor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the First Chargor and any other Chargor, those of the First Chargor shall prevail.

16 17 The obligations of each Chargor under Clause 2 (*Covenant to pay*) are unconditional and neither the provisions of this Deed nor the obligations of any Chargor will be affected by the occurrence or existence at any time of any of the following events or circumstances or by any person's knowledge or lack of knowledge as to any such matter: (a) any person's insolvency or lack of capacity, power or authority, (b) any unenforceability, illegality or invalidity of any obligation of any person, (c) any change in the constitution, membership, ownership, legal form, name or status of any person, (d) the making, amendment or termination of any other deed or agreement, (e) any amendment, novation, re-statement or substitution of, or any supplement to, any other deed or agreement, (f) any increase or reduction in the amount of any person's indebtedness or any alteration of any term, condition or arrangement in respect of any person's indebtedness, (g) any person taking or omitting to take any steps in relation to (i) any Chargor or any other person, (ii) any of the Secured Obligations, (iii) any Security, guarantee or other financial support in respect of any indebtedness and/or (iv) any other asset, or (h) anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

## 17 Communications

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

17 1 in the case of each of the First Chargor and the companies listed in Schedule 1 (*The Chargors other than the First Chargor*) and the Security Agent those given for it in the signature pages of the Facilities Agreement,

17 2 in the case of any other Chargor, that notified in writing to the Security Agent (whether in that capacity or in any other capacity) on or prior to the date on which it becomes a Party or a party to the Facilities Agreement, and

17 3 in the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Agent (or as the Agent may notify to the other Parties, if a change is made by the Agent) by not less than 5 Business Days' notice.

18. **This Deed**

- 18 1 Each Chargor has entered into this Deed in consideration of the Secured Parties or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed in the Finance Documents
- 18 2 This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds
- 18 3 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part)
- 18 4 A company which is required by or pursuant to the provisions of the Finance Documents to become a Chargor, or which the Security Agent agrees may become a Chargor, (a "**New Chargor**") shall deliver to the Security Agent a Deed of Accession, duly executed by the New Chargor and by the First Chargor (for itself and as agent for each other Chargor), and shall become a Party when such Deed of Accession has been executed by the Security Agent and delivered
- 18 5 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Security Agent may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations
- 18 6 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
- 18 7 Each Chargor submitting this Deed or any counterpart to The Land Registry shall, on each occasion, also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Security Agent

19 **Governing law**

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

20 **Jurisdiction**

*Jurisdiction of English courts*

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**") The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary This Clause 20 for the benefit of the Enforcement Parties only As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions

**IN WITNESS** of which this Deed has been duly executed by the First Chargor and each Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by the First Chargor and each Chargor

## **Schedule 1**

### **The Chargors other than the First Chargor**

#### **Learndirect Limited**

Place of Incorporation	England and Wales
Registered Number	03980770

#### **Pimco 2909 Limited**

Place of Incorporation	:	England and Wales
Registered Number		07765559

#### **Learndirect Centres Limited**

Place of Incorporation	England and Wales
Registered Number	07970684

#### **JHP Group Limited**

Place of Incorporation	England and Wales
Registered Number	01729661

#### **Hamsard 3191 Limited**

Place of Incorporation	England and Wales
Registered Number	07038442

## **Schedule 2**

### **Bank accounts**

- 1      The Mandatory Prepayment Account
- 2      The Holding Account

### **Schedule 3**

#### **Charged Contracts**

None as at the date of this Deed

## **Schedule 4**

### **Details of Property**

None as at the date of this Deed

## Schedule 5

### Shares

All Shares owned by (i) the First Chargor in Pimco 2909 Limited and Hamsard 3191 Limited from time to time, (ii) Pimco 2909 Limited in Learndirect Limited from time to time and (iii) Learndirect Limited in JHP Group Limited and Learndirect Centres Limited from time to time, including without limitation the Shares outlined below held by the relevant Chargor on the date of this Deed

	<b>Name of owning Chargor</b>	<b>Name of Subsidiary or other company</b>	<b>Company Number</b>	<b>Number and Class of Shares (and where held by nominees, names of nominees)</b>
1	Pimco (Holdings Limited)	Pimco 2909 Limited	07765559	200,000 A Ordinary Shares of £0 20 each, and  61,428 B Ordinary Shares of £1 00 each
		Hamsard 3191 Limited	07038442	90,001 Ordinary Shares of £1 00 each  89,641 A Ordinary Shares of £0 25 each,  220,359 B Ordinary Shares of £0 25 each, and  22,224,978 Z Ordinary Shares of £1 00 each
2	Pimco 2909 Limited	Learndirect Limited	03980770	100 Ordinary Shares of £1 00 each
3	Learndirect Limited	JHP Group Limited	01729661	11,254 Ordinary Shares of £1 00 each,  10,000 B Ordinary Shares of £0 01 each, and  900 C Ordinary Shares of £1 00 each
		Learndirect Centres Limited	07970684	1,000 Ordinary Shares of £1 00 each



## **Schedule 6**

### **Designated Chattels**

None as at the date of this Deed

## Schedule 7

### Notices

#### Part 1 -Notice to insurer

(For attachment by way of endorsement to the Insurances)

To *[name and address of insurer]*

Dated *[date]*

Dear Sirs,

**Re: The policies of insurance referred to in the Schedule below (the "Policies")**

We, *[Chargor]* (the "**Chargor**"), give you notice that, by a debenture dated *[date]* (the "**Debenture**") and made by (amongst others) ourselves in favour of Lloyds Bank plc (the "**Security Agent**") (as trustee for itself and certain other parties), we have charged by way of fixed charge and assigned to the Security Agent, as first priority chargee and assignee, all of the Policies as are capable of being charged and/or assigned by law

The assets charged and assigned include all our right, title and interest in and to the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of our ownership of the Policies and all interest on any of the secured money)

We irrevocably and unconditionally authorise and request you

- 1 to note the Security Agent's interest as first chargee, assignee and sole loss payee of the proceeds of such Policies, and
- 2 to give the acknowledgement, undertakings and agreements required by the Security Agent and to act on the instructions of the Security Agent without any further reference to or authorisation from us

Please sign the enclosed copy of this notice and deliver it to the Security Agent at *[address]* (with a further copy to us)

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

Yours faithfully,

For and on behalf of *[Chargor]*

By

## The Schedule

### The Policies

\*To be completed by the Chargor and approved by the Security Agent and to include all relevant policies with the named insurer

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy#
1	[number]				
2	[number]				
3.	[number]				
4	[number]				
5	[number]				

#Not required if policies are annually renewable  
Dated [date]

[to be included on copy notice]

To [name and address of Security Agent] as trustee for the Secured Parties (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [name of insurer] acknowledge receipt of the above notice We

- 6 agree to note your interest as first chargee, assignee and (where the terms of such policy permit) as sole loss payee of the proceeds of such Policies (other than any proceeds which relate to third party claims),
- 7 undertake to disclose to you, promptly following request, without any reference to or further authority from the Chargor, such information relating to the Policies as you may at any time reasonably request,
- 8 confirm that we have not received notice of any previous assignment or charge by the Chargor of or over any of its rights, title, interests or benefits referred to in the notice,
- 9 agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies, and
- 10 agree promptly to notify you of any request made, or notification given, by the Chargor to us, to cancel the Policies, or to allow the Policies to lapse

Terms defined in the notice apply to this endorsement, which is governed by English law, together with any non-contractual obligations arising out of or in connection with it

Signed  
for and on behalf of [name of insurer]  
Dated [date]

## Part 2

### Form of notice to counterparties of Charged Contracts

To [name and address of counterparty]

Dated [date]

Dear Sirs,

**Re: [here identify relevant Charged Contract] [the “Contract”] made between (1) [Chargor] (the “Chargor”) and (2) [here insert name of counterparty]**

We, the Chargor, give you notice that, by a debenture dated [date] (the “**Debenture**”) and made by (amongst others) ourselves in favour of Lloyds Bank plc (the “**Security Agent**”) (as trustee for itself and certain other parties), we have charged by way of fixed charge and assigned to the Security Agent, as first priority chargee and assignee, all of our rights, title and interest in the Contract

We further irrevocably and unconditionally

- 1 notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Security Agent,
- 2 confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Security Agent, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Security Agent and therefore from that time you may deal directly with the Security Agent,
- 3 authorise and instruct you to disclose information in relation to the Contract to the Security Agent promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us,
- 4 authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Security Agent at its address given in the copy of this notice (or as otherwise notified to you by it from time to time), and
- 5 notify you that the provisions of this notice may only be revoked with the written consent of the Security Agent

Please sign the copy of this notice and deliver it to the Security Agent (with a further copy to us)

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

Yours faithfully,

For and on behalf of [Chargor]

By

[to be included on copy notice]

To [name and address of Security Agent] as trustee for the Secured Parties (as referred to in the Debenture)

Copy to [name and address of Chargor]

We [name of counterparty] acknowledge receipt of the above notice We

- 1 accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations, and
- 2 confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party

Terms defined in the notice apply to this endorsement, which is governed by English law, together with any non-contractual obligations arising out of or in connection with it

Signed

for and on behalf of [name of counterparty]

Dated [date]

## Schedule 8

### Form of notice to bank operating secured account

To [name and address of account bank] (the "Account Bank")

Dated [date]

Dear Sirs,

Re: Account No: [insert account number] [the "Account"]  
Account Branch: [insert branch name and address]  
Account Holder: [name of Chargor] (the "Chargor")

We, the Chargor, give you notice that, by a debenture dated [date] (the "Debenture") and made by (amongst others) ourselves in favour of Lloyds Bank plc (the "Security Agent") (as trustee for itself and certain other parties), we have charged by way of fixed charge to the Security Agent, as first priority chargee, all the monies (including interest) from time to time standing to the credit of the Account including any re-designation and/or re-numbering from time to time of such Account (the "Charged Account") and all indebtedness represented by the Charged Account and have assigned to the Security Agent all our rights and benefits in respect of the Charged Account

We irrevocably and unconditionally authorise and instruct you

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect,
- 2 to disclose to the Security Agent such information relating to us and the Charged Account as the Security Agent may from time to time request you to provide,
- 3 that all expenses relating to the maintenance of the Charged Account and your costs and expenses in complying with our instructions in accordance with this notice shall be our responsibility and in the event that these are not otherwise met by us such expenses may be debited directly by you to the Account

We notify you that we may not withdraw any monies from the Charged Account without first having produced to you the prior written consent of the Security Agent to such withdrawal

The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent

Please sign the enclosed copy of this notice and deliver it to the Security Agent at [address] (with a further copy to us)

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

Yours faithfully,

for and on behalf of  
[Chargor]

*[to be included on copy notice]*

To *[name and address of Security Agent]* as trustee for the Secured Parties (as referred to in the Debenture)

Copy to *[name and address of Chargor]*

We *[Name of Account Bank]*

- 1 acknowledge receipt of the above notice,
- 2 agree to act in accordance with the authorisations, instructions and notifications contained or referred to in the above notice,
- 3 confirm that we have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Account, or the indebtedness represented by them, or otherwise granted any security or other interest over those monies, or such indebtedness, in favour of any third party,
- 4 undertake that we will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Account, and
- 5 agree that any notice or other communication from us to the Security Agent will be sent or made to the address of the Security Agent stated above, or to such other address as the Security Agent may from time to time notify to us

Terms defined in the notice apply to this endorsement, which is governed by English law, together with any non-contractual obligations arising out of or in connection with it

for and on behalf of  
*[name and address of Account Bank]*

Dated *[date]*

## Schedule 9

### Form of Deed of Accession

This Deed is made on [date] between

- (1) [name of acceding company], [a company incorporated in England and Wales with company number [number] / [alternative corporate description, as appropriate], (the "New Chargor"),
- (2) Pimco(Holdings) Limited, a company incorporated in England and Wales with company number 0183096, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "First Chargor"),
- (3) Lloyds Bank plc in its capacity as trustee for the Secured Parties (the "Security Agent"), and
- (4) Lloyds Bank plc in its capacity as agent under the Facilities Agreement (the "Agent")

#### 1. Interpretation

1 1 In this Deed, the "Debenture" means a debenture dated [date] made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time

1 2 Unless a contrary indication appears

1 2 1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture, and

1 2 2 the principles of construction set out or referred to in Clause 1 3 (Construction) of the Debenture shall apply also (where relevant) to this Deed

#### 2. Representations

The New Chargor warrants and represents to the Security Agent that it is a [wholly owned] Subsidiary of the [First Chargor] / [Company][member of the Group]

#### 3. Agreement to accede

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "Effective Date")

#### 4. Effect of accession

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date)



## 5. Security

### 5 1 Security over all assets

5 1 1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in Clause 3 (*Security*) of the Debenture.

5 1 2 The New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

*[The following Clause 5 2 and the relevant sub-clauses apply where the New Chargor owns assets which are to be identified by Schedule for specific charge. The relevant Schedules to be incorporated should follow the form of the corresponding Schedules in the Debenture.]*

5 2 **[Specific Security]** -Without limiting the generality of Clause 5 1 (*Security over all assets*) or of the Debenture, the New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent.

5 2 1 [by way of first legal mortgage, all its Property, identified in Schedule 4 (*Details of Property owned by the New Chargor*) to this Deed,]

5 2 2 [by way of first fixed charge, (a) the chattels (which shall be Designated Chattels for the purposes of the Debenture) listed in Schedule 6 (*Specifically identified chattels owned by the New Chargor*) to this Deed (but not including any of the assets which is subject to a valid legal mortgage under Clause 5 2 1) and (b) the benefit of all Associated Rights in relation to such Designated Chattels,]

5 2 3 [by way of first fixed charge, all the Shares listed in Schedule 5 (*Shares*) to this Deed,]

5 2 4 [by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in Schedule 5 (*Shares*) to this Deed,]

[and as a continuing security for the payment, discharge and performance of the Secured Obligations assigns and agrees to assign in favour of the Security Agent all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Schedule 3 (*Details of Charged Contracts*) to this Deed, each of which is deemed to be included in the definition of "Charged Contracts" for the purposes of the Debenture ]]

## 6. Agreement and consent by Chargors

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed

## 7. Construction

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed, and the Debenture and

this Deed shall be read as one and so that references in the Debenture to “**this Deed**”, and similar phrases shall be deemed to include this Deed

**8. This Deed**

8 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

8 2 [The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to *[the New Chargor]* [and] *[the First Chargor or any other member of the Group]* on the terms agreed in the Finance Documents ] / [This Deed is made pursuant to the requirements of Clause *[number]* of the Facilities Agreement ]

8 3 This Deed is a Finance Document

8 4 This Deed and every counterpart is the property of the Security Agent

This Deed is made and delivered as a deed on the date stated above

*[insert Schedules as appropriate]*

*[insert execution provisions as appropriate]*

## **Schedule 10**

### **Receiver's specific powers**

The Receiver will have full power and authority

- 1 to enter upon, and to take possession of, the Secured Assets,
- 2 to collect and get in all rents, fees, charges or other income of the Secured Assets,
- 3 generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the relevant Chargor or any part of it as he may think fit,
- 4 without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed,
- 5 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land,
- 6 to take a lease or tenancy of any property required or convenient for the business of the relevant Chargor or the exercise of the Receiver's powers under this Deed,
- 7 to exercise on behalf of the relevant Chargor and without the consent of or notice to such Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property,
- 8 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any costs, losses or liabilities which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Secured Parties or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this Deed or not,
- 9 to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the relevant Chargor prior to his appointment,
- 10 in the name of the relevant Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to such Chargor, the business of such Chargor or the Secured Assets as in any case he thinks fit,
- 11 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the relevant Chargor or relating in any way to the Secured Assets,
- 12 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets,

- 13 to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment,
- 14 to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the relevant Chargor or the Security Agent,
- 15 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit,
- 16 to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give guarantees and Security to any bondsmen,
- 17 to remove, store, sell or otherwise deal with any chattels located at the Property,
- 18 to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the relevant Chargor or otherwise) to facilitate the exercise of his powers under this Deed, to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers and to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company,
- 19 to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the relevant Chargor and comprised in the Secured Assets in such manner as he thinks fit,
- 20 to make, or require the directors of the relevant Chargor to make, calls conditionally or unconditionally on the members of such Chargor in respect of uncalled capital, and take action to enforce payment of unpaid calls,
- 21 to carry into effect and complete any transaction,
- 22 to redeem any prior Security (or procure the transfer of such Security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- 23 either in the name of the relevant Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets

## EXECUTION PAGES

### THE FIRST CHARGOR

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**PIMCO (HOLDINGS) LIMITED** )  
on being signed by )  
*KEN. HALLS* )  
in the presence of )

  
Director

Signature of witness

Name

*KAREN FORD*

Address

CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London EC1A 4DD

Occupation

*Solicitor*

### THE COMPANIES

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**LEARNDIRECT LIMITED** )  
on being signed by )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

EXECUTION PAGES

**THE FIRST CHARGOR**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**PIMCO (HOLDINGS) LIMITED** )  
on being signed by )  
... )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation:

**THE COMPANIES**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**LEARNDIRECT LIMITED** )  
on being signed by )  
**SARAH E JONES** )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation:

**B.M. Westwood**  
**MAGISTRATE**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**PIMCO 2909 LIMITED** )  
on being signed by. )  
*KEN HILL* )  
in the presence of )

 ..  
Director

Signature of witness

Name

Address

Occupation

  
*KAREN ADO* ..

CMS Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London EC1A 4DD  
*Solicitor* . . . .

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**LEARNDIRECT CENTRES LIMITED** )  
on being signed by )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

Executed as a deed by, but not delivered until )  
the first date specified on page 1, )  
**JHP GROUP LIMITED** )  
on being signed by )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**PIMCO 2909 LIMITED** )  
on being signed by )  
... )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

Executed as a deed, but not delivered until the )  
first date specified on page 1, by )  
**LEARNDIRECT CENTRES LIMITED** )  
on being signed by )  
**SARAH E JONES** )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

Executed as a deed by, but not delivered until )  
the first date specified on page 1, )  
**JHP GROUP LIMITED** )  
on being signed by )  
**SARAH E JONES** )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation



Executed as a deed by, but not delivered until )  
the first date specified on page 1, )  
**HAMSARD 3191 LIMITED** )  
on being signed by )  
SARAH E. JONES )  
in the presence of )

[REDACTED]  
Director

Signature of witness

Name

Address

Occupation

[REDACTED]  
B.M. Westwood

[REDACTED]  
MAGISTRATE

**THE SECURITY AGENT**

Signed by \_\_\_\_\_ for )  
and on behalf of **LLOYDS BANK PLC** )  
)

Signature \_\_\_\_\_

**Address:** Lloyds Bank Mid Markets, 14 Church Street, Sheffield S1 1HP

**Fax:** 0114 272 2205

**Attention:** David Hunt, Relationship Director

Executed as a deed by, but not delivered until )  
the first date specified on page 1, )  
**HAMSARD 3191 LIMITED** )  
on being signed by )  
in the presence of )

Director

Signature of witness

Name

Address

Occupation

**THE SECURITY AGENT**

Signed by DAVE FULFORD for )  
and on behalf of LLOYDS BANK PLC )  
)

Signature

Address: Lloyds Bank Mid Markets, 14 Church Street, Sheffield S1 1HP

Fax: 0114 272 2205

Attention: David Hunt, Relationship Director