



**Registration of a Charge**

Company name: **SPARTAN UK LIMITED**

Company number: **04140355**

Received for Electronic Filing: **12/12/2017**



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**Details of Charge**

Date of creation: **11/12/2017**

Charge code: **0414 0355 0003**

Persons entitled: **BANK OF LONDON AND THE MIDDLE EAST PLC**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

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

Certified by:

**ADDLESHAW GODDARD LLP**



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

Company number: 4140355

Charge code: 0414 0355 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2017 and created by SPARTAN UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2017 .

Given at Companies House, Cardiff on 14th December 2017

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Dated 11 December 2017

**SPARTAN UK LIMITED**  
as Original Chargor

**BANK OF LONDON AND THE MIDDLE EAST PLC**  
as Seller

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**DEBENTURE**

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This Debenture is made on

11 December 2017

2017

**Between**

- (1) **Spartan UK Limited** (a company incorporated in England and Wales with registered no. 04140355) whose registered office is at Ropery Road, Teams, Gateshead, Tyne and Wear, NE8 2RD (**Original Chargor**); and
- (2) **Bank of London and The Middle East plc** a company incorporated in England and Wales with registration number 5897786 whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL (**Seller**).

**It is agreed**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed:

**Account** has the meaning given to it in clause 3.3(f) (First fixed charges)

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

**Agreement** means the master murabaha facility agreement between the Original Chargor and the Seller dated on or about the date of this Deed

**Associated Rights** has the meaning given to it in clause 3.3(d) (First Fixed Charges)

**Chargor** means an Original Chargor or an Additional Chargor

**Chattels** means all plant and machinery and any removals or replacement of them

**Collection Account** means any account(s) of any Chargor designated by the Seller as a "Collection Account" bearing the relevant account number, sort code and other account details as set out in part 1 of schedule 5 (Collection Accounts) and any additional and/or successor account designated by the Seller as a "Collection Account"

**Conversion Termination Event** means a Termination Event in respect of clauses 11.1 (Non-payment), 11.8 (Insolvency) to 11.9 (Insolvency Proceedings) (inclusive) of the Agreement

**Debts** has the meaning given to it in clause 3.3(d) (First fixed charges)

**Delegate** means any delegate, agent, nominee or attorney appointed by the Seller or a Receiver

**Direction** means any notice or order served on or issued to the Chargor by any local or other authority (whether under the Planning Acts or otherwise) in respect of any part of the Property

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

- (a) the pollution or protection of the environment
- (b) harm to or the protection of human health

- (c) the conditions of the workplace or
- (d) any emission or substance capable of causing harm to the environment

**Floating Charge Assets** means all the assets and undertaking from time to time subject to the floating charge created under clause 3.4 (Floating charge)

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

**Intellectual Property** means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist)

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares and the Trammel Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee provided that the same are deemed to be sharia'ah compliant as determined at the sole discretion of the Sharia'ah Supervisory Board of the Seller

**Party** means a party to this Deed

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

**Property** means the property owned or leased by a Chargor from time to time

**Receiver** means any receiver, manager or administrative receiver appointed by the Seller in respect of any Chargor or any of the Secured Assets

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

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)
- (b) all shares, investments or other assets derived from that Investment or Subsidiary Share and



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

**Relevant Agreement** means each other agreement designated as a Relevant Agreement by the Seller and the relevant Purchaser in writing

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

**Secured Assets** means in respect of any Chargor all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Seller

**Secured Obligations** means in respect of any Chargor all monies and liabilities now or after the date of this Deed due, owing or incurred by that Chargor to the Seller under or pursuant to the Facility Documents, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, originally owing to the Seller or purchased (whether by assignment or otherwise) or acquired in any other way by it, or incurred on any current or other banking account or in any other manner whatsoever and all costs, charges and expenses incurred by the Seller except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

**Security Deed of Accession** means a deed in the form set out in schedule 6 (Form of Security Deed of Accession) by which a person will become a party to this Deed as a Chargor

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Seller is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Seller to the Original Chargor have been cancelled

**Subsidiary Shares** means in respect of a Chargor, all shares present and future held by it in its Subsidiaries

**Supporting Documents** means the Security Documents, the Reports and any legal or other opinion or other report held or obtained by the Seller in connection with the Facility Documents

**Trametal Shares** means in respect of the Original Chargor, the shares held by it in Trametal Europe Sprl (a legal entity registered under the laws of Belgium with registration number: 0872.482.039)

## 1.2 Interpretation

- (a) Unless otherwise defined in this Deed a term defined in the Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed the term dispose includes any sale, lease, licence, transfer or financing arrangement.
- (c) Clause 1.2 (Construction) of the Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to this Agreement shall be read as a reference to this Deed.

## 1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Facility Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Facility Document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in any Facility Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Facility Document entered into under or in connection with it.

#### 1.4 Administration

- (a) Any reference in this Deed, or any other Facility Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Deed or any other Facility Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

#### 1.5 Incorporated terms

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

#### 1.6 Chargor's agent

- (a) Each Chargor (other than the Original Chargor) by its execution of this Deed or a Security Deed of Accession irrevocably appoints the Original Chargor to act on its behalf as its agent in relation to this Deed and irrevocably authorises:
  - (i) the Original Chargor on its behalf to supply all information concerning itself contemplated by this Deed to the Seller and to give all notices and instructions, to execute on its behalf any Security Deed of Accession, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Chargor notwithstanding that they may affect the Chargor, without further reference to or the consent of that Chargor; and
  - (ii) the Seller to give any notice, demand or other communication to that Chargor pursuant to this Deed to the Company,

and in each case the Chargor shall be bound as though the Chargor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Chargors' agent or given to the Chargors' agent under this Deed on behalf of another Chargor or in connection with this Deed (whether or not known to any other Chargor and whether occurring before or after such other Chargor became a Chargor) 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 Chargors' agent and any other Chargor, those of the Chargors' agent shall prevail.

#### **1.7 Effect as a Deed**

This Deed is intended to take effect as a Deed notwithstanding that the Seller may have executed it under hand only.

### **2 Covenant to pay**

Each Chargor covenants with the Seller to pay and discharge the Secured Obligations when they become due for payment and discharge.

### **3 Charging provisions**

#### **3.1 General**

All Security created by a Chargor under clauses 3.2 to 3.4 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Assets; and
- (d) granted in favour of the Seller.

#### **3.2 Assignments**

- (a) Each Chargor assigns:
  - (i) the Relevant Agreements to which it is a party including without limitation all Debts and Associated Rights; and
  - (ii) the Relevant Policies to which it is a party.
- (b) Each Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 3.2, prior to the occurrence of a Termination Event which is continuing, the Chargor may, subject to the other terms of the Facility Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

#### **3.3 First fixed charges**

Each Chargor charges by way of first fixed charge:

- (a) the Subsidiary Shares together with all Related Rights;
- (b) the Investments together with all Related Rights;
- (c) the Relevant Policies and any other insurance policies from time to time and all proceeds of them;
- (d) the Receivables, all other book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them) (together **Associated Rights**) other than any Debts or Associated Rights effectively assigned under clause 3.3(a)(i);
- (e) all monies from time to time standing to the credit of each Collection Account together with all other rights and benefits accruing to or arising therein;
- (f) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person other than any Collection Account (each an **Account** together with all other rights and benefits to or arising therein);
- (g) all its Intellectual Property;
- (h) all its goodwill and uncalled capital;
- (i) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (j) its rights under any hedging agreement or any other Treasury Transaction; and
- (k) to the extent that any assignment in clause 3.2 is ineffective as an assignment, the assets referred to in that clause.

### 3.4 Floating charge

Each Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than the Trametal Shares and any assets effectively charged by way of fixed charge or assigned under clauses 3.2 or 3.3.

### 3.5 Qualifying floating charge

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

### 3.6 Conversion of floating charge to a fixed charge

The Seller may at any time by notice in writing to any Chargor convert the floating charge created under clause 3.4 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if a Conversion Termination Event is continuing.

### **3.7 Automatic conversion of floating charge to a fixed charge**

If (unless permitted in writing by the Seller or expressly permitted under the terms of any Facility Document):

- (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.7(c), over all of the Floating Charge Assets.

### **3.8 Small company moratorium**

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

## **4 Continuing security**

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

### **4.2 Recourse**

The Security constituted by this Deed:

- (a) is in addition to any other Security which the Seller may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Seller.

## **5 Negative pledge**

5.1 In this Deed, Quasi-Security means an arrangement or transaction described in clause 5.3

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

5.3 No Chargor shall:

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

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

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

- 5.4 Clauses 5.2 and 5.3 do not apply to any Security, arrangement which is permitted by the Seller in writing or expressly permitted under the terms of any Facility Document or Quasi-Security (as the case may be).

## **6 Restrictions on disposals**

- 6.1 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.
- 6.2 Clause 6.1 does not apply to any disposal which is permitted by the Seller in writing or expressly permitted under the terms of any Facility Document or of cash that is not otherwise prohibited by the Facility Documents.

## **7 Further assurance**

- 7.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Seller may reasonably specify (and in such form as the Seller may reasonably require) in favour of the Seller or its nominee(s):
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Seller provided by or pursuant to this Deed or by law; and/or
  - (b) (if a Termination Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 7.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Seller by or pursuant to this Deed.
- 7.3 Any document required to be executed by a Chargor under this clause 7 will be prepared at the cost of that Chargor.

## **8 Notices of assignments and charges**

### **8.1 Relevant Agreements**

- (a) Each Chargor shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 1 to the other parties to each Relevant Agreement that the Chargor has assigned to the Seller all its right, title and interest in that Relevant Agreement.
- (b) The relevant Chargor shall give the notices referred to in clause 8.1(a):

- (i) in the case of each Relevant Agreement in existence as at the date of this Deed, at any time required by the Seller; and
- (ii) in the case of each Relevant Agreement coming into existence or being designated as such after the date of this Deed, at any time required by the Seller.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 1 within five (5) Business Days of that notice being given.

## 8.2 Insurance Policies

- (a) Each Chargor which is an insured party under a Relevant Policy shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 2 to each insurer under each Relevant Policy that the relevant Chargor has assigned to the Seller all its right, title and interest in that Relevant Policy.
- (b) The relevant Chargor shall give the notices referred to in clause 8.2(a):
  - (i) in the case of each Relevant Policy subsisting at the date of this Deed, at any time required by the Seller; and
  - (ii) in the case of each Relevant Policy coming into existence after the date of this Deed, on that Relevant Policy being put on risk.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 2 within 5 Business Days of that notice being given.

## 8.3 Collection Accounts

- (a) Each Chargor holding a Collection Account shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 3 to the financial institution at which such Collection Account is held (if such financial institution is not the Seller) that the Chargor has created a fixed charge over the balance standing to the credit of that Collection Account.
- (b) The relevant Chargor shall give the notices referred to in clause 8.3(a):
  - (i) in the case of a Collection Account held by that Chargor at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of a Collection Account opened after the date of this Deed, on that Collection Account being opened.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 3 or such other form as may be approved by the Seller in writing within five (5) Business Days of that notice being given.

## 8.4 Charge over accounts

- (a) Each Chargor holding an Account shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 3 to the financial institution at which such Account is held (if such financial institution is not the Seller) that the Chargor has created a fixed charge over the balance standing to the credit of that Account.
- (b) The relevant Chargor will give the notices referred to in clause 8.4(a):
  - (i) in the case of such an Account held by that Chargor at the date of this Deed, on the date of this Deed; and
  - (ii) in the case of an Account opened after the date of this Deed, on that Account being opened.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (Form of acknowledgement) of schedule 3 or such other form as may be approved by the Seller in writing within five (5) Business Days of that notice being given.

## **9 Undertakings**

Each Chargor undertakes to the Seller in accordance with this clause 9. The undertakings in this clause 9 shall remain in force during the Security Period.

### **9.1 Access**

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

### **9.2 Repair**

It shall keep its Property in good and substantial repair and condition.

### **9.3 Planning**

It shall not do or allow or omit to be done anything which may infringe or contravene the Planning Acts affecting its Property.

### **9.4 Directions**

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

### **9.5 Notices**

It will comply with any statutory or other notice (including any notice issued under the Regulatory Reform (Fire Safety) Order 2005 and all regulations, guidance, measures and notices issued under it), in respect of the Property.

### **9.6 Chattels**

It will keep all Chattels in good and substantial repair and in good working order and condition.

### **9.7 Insurance**



- (a) It shall effect and maintain, in a form and amount and with an insurance company or underwriters acceptable to the Seller, such insurance on and in respect of its business and its assets as the Seller considers a prudent company carrying on the same or substantially similar business as that Chargor would effect.
- (b) It shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect.
- (c) It shall ensure that:
  - (i) the name of the Seller be noted on each policy of insurance as first loss payee; and
  - (ii) each policy of insurance shall contain a provision to the effect that the insurance shall not be invalidated as against the Seller for non-payment of any premium due without the insurer first giving to the Seller not less than seven (7) days' written notice.
- (d) It shall not do or permit to be done anything to render the insurance void or voidable.

**9.8 Book and other debts**

- (a) It shall collect and realise the Debts in the ordinary course of trading as agent for the Seller and pay their proceeds into the relevant Collection Account immediately on receipt pursuant to the terms of the Agreement. It shall hold all such proceeds on trust for the Seller pending payment of them into the relevant Collection Account pursuant to the Agreement.
- (b) It shall not set off, postpone or release any of the Debts or do or omit to do anything which may delay or prejudice the full recovery of all Debts without the prior written consent of the Seller.

**10 General**

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

**10.1 Sharia'ah**

No Chargor will raise any objection as to matters of Sharia'ah compliance in respect of or otherwise in relation to the provisions of this Deed.

**11 Power to remedy**

- 11.1 If a Chargor fails to comply with any of the undertakings set out in clause 9 (Undertakings), it shall allow and irrevocably authorise the Seller and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.
- 11.2 Each Chargor shall within five (5) Business Days of demand indemnify the Seller against any reasonable cost, loss or liability incurred by it in taking any of the steps referred to in this clause 11. The Seller shall provide evidence of the quantum of such cost as soon as reasonably practicable, if requested by any relevant Chargor, following receipt.

**12 Security power of attorney**

On the occurrence of any Termination Event which is continuing, each Chargor, by way of security, irrevocably and severally appoints the Seller, each Receiver and any of their Delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 12.

**13 Enforcement of security****13.1 When security is enforceable**

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

**13.2 Acts of enforcement**

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

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets;
- (d) appoint an administrator in respect of any Chargor and take any steps to do so;
- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of any Chargor.

**13.3 Right of appropriation**

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

**13.4 Statutory powers - general**

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Seller is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

### 13.5 Contingencies

If the Seller enforces the Security constituted by or under this Deed at a time when no amounts are due to the Seller but at a time when amounts may or will become so due, the Seller (or the Receiver) may pay the proceeds of any recoveries effected by it into an Account.

### 13.6 Mortgagee in possession - no liability

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

### 13.7 Redemption of prior mortgages

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

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

### 13.8 Subsidiary Shares and Investments – following a Termination Event

- (a) If a Termination Event is continuing, each Chargor shall on request by the Seller:
  - (i) deliver to the Seller such stock transfer forms or other transfer documents as the Seller may require to enable the Seller or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Subsidiary Shares, the Investments and/or Related Rights referred to in such request;
  - (ii) provide to the Seller certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Seller may reasonably require;
  - (iii) use reasonable endeavours to procure that each such transfer is promptly registered by the relevant company or other entity;
  - (iv) use reasonable endeavours to procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related

Rights, are delivered to the Seller in each case showing the registered holder as the Seller or its nominee or nominees (as applicable); and

- (v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the instructions of the Seller.
- (b) At any time while a Termination Event is continuing, the Seller may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the Security created by or under this Deed has become enforceable, the Seller and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Seller shall in its absolute discretion determine at a price determined by the Seller by reference to any publically available market price and, in the absence of which, by such other means as the Seller (acting reasonably) may select including, without limitation, an independent valuation.
- (d) If any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Seller has made a request under clause 13.8(a) or taken any steps to enforce the Security created by or under this Deed under clause 13.2, the Chargor shall immediately pay such sums received directly to the Seller for application in accordance with clause 16 (Application of monies) and shall hold all such sums on trust for the Seller pending payment of them to such account as the Seller shall direct.

## **14 Receiver**

### **14.1 Appointment of Receiver**

- (a)
  - (i) At any time after any Security created by or under this Deed is enforceable, the Seller may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13.2(c) (Acts of enforcement).
  - (ii) At any time, if so requested in writing by any Chargor, without further notice, the Seller may appoint a Receiver to all or any part of the Secured Assets as if the Seller had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Seller be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:
  - (i) obtaining a moratorium; or

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

shall not be grounds for appointment of a Receiver.

#### 14.2 Removal

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

#### 14.3 Powers of Receiver

##### (a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 14.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of any Chargor:
  - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
  - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

##### (b) Raise finance

A Receiver may raise and procure financing arrangements (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person providing that finance need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or financed.

##### (c) Carry on business

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

(d) **Compromise**

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

(e) **Delegation**

A Receiver may delegate his powers in accordance with clause 14.5 (Delegation).

(f) **Employees**

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

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the relevant Chargor.

(g) **Legal actions**

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

(h) **Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.

(i) **Protection of assets**

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

- (i) make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets; and
- (ii) commence and/or complete any building operations on the Secured Asset.

(j) **Receipts**

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

(k) **Sale of assets**

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such

consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(l) **Subsidiaries**

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

(m) **Deal with Secured Assets**

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

(n) **Voting rights**

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

(o) **Security**

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

(p) **Acquire land**

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

(q) **Development**

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Property and do all acts and things incidental to the Property.

(r) **Uncalled capital**

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

**(s) Incidental matters**

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the relevant Chargor for all the purposes set out in this clause 14.

**14.4 Remuneration**

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

**14.5 Statutory Obligations**

The Receiver shall act at all times in accordance with its statutory duties, having regard to the terms of any relevant legislation and in accordance with the terms of this Deed.

**15 Delegation**

15.1 The Seller and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Seller and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Seller and Receiver (as appropriate) may think fit.

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

**16 Application of monies**

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

16.2 All monies received by the Seller or any Receiver under this Deed shall be applied in discharge of the Secured Obligations shall be applied to the Secured Obligations in such order as the Seller may determine.

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

**17 Remedies and waivers**

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

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



## **18 Protection of third parties**

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power purported to be exercised has become exercisable;
- (c) whether any Secured Obligations or other monies remain outstanding;
- (d) how any monies paid to the Seller or to the Receiver shall be applied; or
- (e) the status, propriety or validity of the acts of the Receiver or Seller.

18.2 The receipt by the Seller or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Seller or any Receiver.

18.3 In clauses 18.1 and 18.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

## **19 Additional security**

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

## **20 Settlements conditional**

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

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

## **21 Subsequent Security**

If the Seller receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the relevant Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to that Chargor, as from the time of receipt of such notice by the Seller, all payments made by that Chargor to the Seller shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

## **22 Set-off**

The Seller may, set off any matured obligation due from a Chargor (to the extent beneficially owned by the Seller) against any matured obligation owed by the Seller to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the

obligations are in different currencies, the Seller may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **23 Notices**

### **23.1 Communications in writing**

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

### **23.2 Addresses**

The address, email 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:

(a) in the case of the Original Chargor and each other Chargor:

Address: Spartan UK Limited  
Ropery Road  
Teams  
Gateshead  
Tyne & Wear NE8 2RD  
England  
Attention: Peter Mercer  
Fax: +44(0) 191 460 0567  
Email: [tesoreria@trametal.it](mailto:tesoreria@trametal.it)

(b) in the case of the Seller:

Address: Bank of London and The Middle East plc  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL  
United Kingdom  
Attention: Head of Operations  
Facsimile: +44 (0) 207 618 0033  
Email: [operations@blme.com](mailto:operations@blme.com)

or any substitute address, email address or fax number or department or officer as one Party may notify to the other Party by not less than 5 Business Days' notice.

### 23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (i) if given by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 23.2, if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Seller will be effective only when actually received by the Seller and then only if it is expressly marked for the attention of the department or officer identified with the Seller's address details provided under clause 24.2 (or any substitute department or officer as the Seller shall specify for this purpose).
- (c) Any communication or document to be made or delivered to a Purchaser in accordance with this clause 23.3 will be deemed to have been made or delivered to each of the other Chargors.

### 24 Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### 25 Assignment

The Seller may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms for assignment as provided under the Agreement.

### 26 Releases

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

- (a) its rights arising under this Deed;
- (b) the Secured Assets from the Security created by and under this Deed,

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

### 27 Currency clauses

- 27.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- (a) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Seller (after consultation with the Chargor); and
  - (b) any translation from one currency or currency unit to another 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 Seller (acting reasonably).
- 27.2 If a change in any currency of a country occurs, this Deed will, to the extent the Seller (acting reasonably and after consultation with the Original Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.
- 27.3 If a payment is made to the Seller under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Seller may convert that payment into the Contractual Currency at a rate determined by reference to Bloomberg / Reuters FX benchmarks spot exchange rates or, if not available, by reference to the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall.

## 28 Certificates and determinations

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

## 29 Indemnity

### Chargors indemnity

- (a) Each Chargor shall promptly indemnify the Seller and every Receiver and Delegate (each an **Indemnified Person**) against any reasonable and duly documented cost, loss or liability together with any associated VAT incurred by any of them as a result of:
  - (i) the taking, holding, protection or enforcement of any Security Document;
  - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Seller and each Receiver and Delegate by any Facility Documents, any Supporting Documents or by law; and
  - (iii) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in the Facility Documents, except in the case of gross negligence or wilful misconduct on the part of the Indemnified Person.
- (b) Each Chargor shall indemnify the Seller against any and all reasonable and duly documented costs, losses, liabilities or expenses together with any associated VAT incurred by the Seller arising (directly or indirectly) out of or in connection with:
  - (i) any breach or potential breach of or liability (whether civil and/or criminal) under any Environmental Law;

(ii) any responsibility on the part of the Seller in respect of any clean-up, repair or other corrective action; or

(iii) the business or any real property of any Chargor.

(c) The Seller may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on the relevant Security Document and the proceeds of the enforcement of that Security Document for all monies payable to it.

### **30 Exclusion of liability**

#### **30.1 No liability**

(a) The Seller will not be liable for any action taken by it (or any omission to take action) under or in connection with any Supporting Document unless directly caused by its negligence or wilful misconduct.

(b) Neither the Seller nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

#### **30.2 Officers and agents**

No Chargor may take proceedings against any officer, employee or agent of the Seller in respect of any claim it might have against the Seller or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Supporting Document and any officer, employee or agent of the Seller may rely on this clause.

### **31 Fees, costs and expenses**

#### **31.1 Transaction expenses**

The Original Chargor shall promptly on demand pay the Seller the amount of all reasonable and duly documented costs, fees and expenses together with any associated VAT incurred by it in connection with execution and perfection of this Deed and each other Facility Documents and the Supporting Documents subject to a maximum cap of £25,000 as provided under the Agreement.

#### **31.2 Amendment costs**

If a Chargor requests an amendment, waiver or consent of this Deed and each other Facility Documents and the Supporting Documents, the Original Chargor shall, within 3 Business Days of demand, reimburse the Seller for the amount of all reasonable and duly documented costs and expenses (including legal fees) together with any associated VAT reasonably incurred by the Seller in responding to, evaluating, negotiating or complying with the request or requirement.

#### **31.3 Enforcement and preservation costs**

The Original Chargor shall, within 3 Business Days of demand, pay to the Seller the amount of all reasonable and duly documented costs, fees and expenses (including legal fees) together with any associated VAT incurred by the Seller in connection with the enforcement of

or the preservation of any rights under any Facility Document or the Supporting Documents and any proceedings instituted by or against the Seller as a consequence of taking or holding the Security created or expressed to be created in favour of the Seller under any Facility Document or the Supporting Documents or enforcing these rights.

#### 31.4 Late payment

##### (a) Late payment amount

If any sum due and payable by any Chargor hereunder, under a Purchase Agreement or any other Facility Document is not paid on the due date therefor in accordance with the provisions thereof (the balance thereof for the time being unpaid being herein referred to as an unpaid amount), that Chargor undertakes to make a payment in respect of such unpaid amount calculated in accordance with clause 31.5 (Calculation of late payment amount). Such amounts shall:

- (i) accrue on a daily basis from the due date for payment of such unpaid amount up to the date that the Chargor's obligation to pay the same is irrevocably discharged (the Overdue Period); and
- (ii) be payable by the Chargor to the Seller immediately upon a demand being made by the Seller which the Seller shall be entitled to make from time to time.

#### 31.5 Calculation of late payment amount

The payment in respect of an unpaid amount for any period relating thereto as referred to in clause 31.4(a) (Late payment amount) shall be an amount equal to the result obtained upon application of the formula:

$$\frac{A \times B \times C}{365}$$

Where:

- A means the amount of such unpaid amount;
- B means the aggregate of the Profit Rate for such period as determined by the Seller and 2 per cent per annum; and
- C means the number of days of the Overdue Period or (without double counting) the number of days in any period forming part of the Overdue Period.

#### 31.6 Distribution of late payment amount

Any payment received by the Seller under clause 31.4(a) (Late payment amount) shall be applied towards any actual and reasonable costs and expenses incurred by the Seller and any remaining amount shall be donated by the Seller (on behalf of the relevant Chargor) to charity as is selected by the Seller in its sole discretion and in all cases under the supervision of its Sharia'ah Supervisory Board.

#### 32 Counterparts

This Deed or any Facility Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts.

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

### **33 Governing law**

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

### **34 Enforcement**

#### **37.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 34 is for the benefit of the Seller. As a result, the Seller shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Seller may take concurrent proceedings in any number of jurisdictions.

#### **34.2 Waiver and rejection of interest**

The Parties recognise and agree that the principle of the payment of interest is repugnant to the Sharia'ah and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the Parties hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

### **35 Service of process**

35.1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (not being incorporated in England and Wales):

- (a) irrevocably appoints Spartan UK Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
- (b) agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

35.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, each Chargor must immediately (and in any event within five (5) Business Days of such event taking place) appoint another agent on terms acceptable to the Seller. Failing this, the Seller may appoint another agent for this purpose.

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

**Schedule 1**

**Relevant Agreements**

**Part 1 - Form of notice of assignment**

To: ♦

Dated: ♦

Dear Sirs

**The agreement described in the attached schedule (Agreement)**

We hereby notify you that we have assigned to Bank of London and The Middle East plc (**Seller**) all our right, title and interest in and to the Agreement.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Seller relating to the Agreement and any rights under or in connection with the Agreement; and
- 2 to pay all sums payable by you under the Agreement directly to the Seller at:

Bank: ♦

Account number: ♦

Sort code: ♦

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

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

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

Yours faithfully

.....  
for and on behalf of  
♦[Chargor]



**Schedule**

<b>Date</b>	<b>Parties</b>	<b>Description</b>
◆	◆	◆

*[Attach form of acknowledgment]*

**Part 2 - Form of acknowledgement**

To: Bank of London and The Middle East plc  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL

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

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

- (a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- (b) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Seller;
- (c) we shall act in accordance with the Notice;
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;
- (e) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement; and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

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

For and on behalf of

◆

**Schedule 2**

**Relevant Policies**

**Part 1 - Form of notice of assignment**

To: [insurer]

Dated: ♦

Dear Sirs

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

We hereby notify you that we have assigned to Bank of London and The Middle East plc (**Seller**) all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Seller relating to the Relevant Policies (or any of them); and
- 2 to pay all sums payable by you under the Relevant Policies (or any of them) directly to the Seller at:

Bank: ♦

Account number: ♦

Sort code: ♦

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

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

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

Yours faithfully

.....  
for and on behalf of  
♦[Chargor]

**Schedule**

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

[Attach form of acknowledgment]

**Part 2 - Form of acknowledgement**

To: Bank of London and The Middle East plc  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL

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

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

- (a) there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- (b) we have noted the Seller's interest as first loss payee on each Relevant Policy;
- (c) we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Seller;
- (d) we shall act in accordance with the Notice;
- (e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

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

For and on behalf of  
*[insurance company]*

## Schedule 3

## Collection Accounts

## Part 1 - Form of notice of charge

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

Dated: ♦

Dear Sirs

Account number: ♦ (Collection Account)

Sort Code: ♦

Account holder: ♦ (No. ♦)

We hereby notify you that we have charged by way of first fixed charge to Bank of London and The Middle East plc (Seller) all our right, title and interest in and to the monies from time to time standing to the credit of the Collection Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Collection Account to the order of the Seller and accordingly to pay all or any part of those monies to the Seller (or as it may direct) promptly following receipt of written instructions from the Seller to that effect; and
- 2 to disclose to the Seller such information relating to us and the Collection Account as the Seller may from time to time request you to provide.

We also advise you that:

- (a) we may not withdraw any monies from the Collection Account without first having obtained the prior written consent of the Seller; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Seller.

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

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

Yours faithfully

.....

for and on behalf of

♦ Limited

Countersigned for and on behalf of the Seller:

.....

[Attach form of acknowledgment]

**Part 2 - Form of acknowledgement**

To: Bank of London and The Middle East plc  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL

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

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

We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge over the Chargor's interest in the Collection Account in favour of any other person; and
- (c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Collection Account.

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

For and on behalf of

[account holding institution]



## Schedule 4

## Accounts

## Part 1 - Form of notice of charge

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

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

We hereby notify you that we have charged by way of first fixed charge to Bank of London and The Middle East plc (**Seller**) all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

**We hereby irrevocably and unconditionally authorise and instruct you:**

- 1 to hold all monies from time to time standing to the credit of the Account to the order of the  
Seller and accordingly to pay all or any part of those monies to the Seller (or as it may direct)  
promptly following receipt of written instructions from the Seller to that effect; and
- 2 to disclose to the Seller such information relating to us and the Account as the Seller may  
from time to time request you to provide.

By countersigning this notice, the Seller authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until:

- (a) you receive a notice in writing to the contrary from the Seller;
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first).

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

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

Yours faithfully

for and on behalf of [♦Chargor]

Countersigned for and on behalf of  
the Seller:

[Attach form of acknowledgment]

**Part 2 - Form of acknowledgement**

To: Bank of London and The Middle East plc  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL

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

Date:

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

We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person; and
- (c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

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

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

## Schedule 5

## Facility Accounts

## Part 1 - Collection Account(s)

Account/ Chargor Name	Bank name	Account number	Sort code	Currency	IBAN
Spartan UK Limited	Bank of London and The Middle East	[REDACTED] 0-000	[REDACTED]	Euro	[REDACTED] 4958
Spartan UK Limited	Bank of London and The Middle East	[REDACTED] 0-000	[REDACTED]	US Dollar	[REDACTED] 4947
Spartan UK Limited	Bank of London and The Middle East	[REDACTED] 0-000	[REDACTED]	Sterling	[REDACTED] 4939

## Schedule 6

Form of Security Deed of Accession<sup>1</sup>

This Deed is made on ♦

## Between

- (1) **Spartan UK Limited** (a company incorporated in England and Wales with registered no. 04140355) whose registered office is at Ropery Road, Teams, Gateshead, Tyne and Wear, NE8 2RD (**Original Chargor**)
- (2) ♦ (registered in England with number ♦) (**Acceding Chargor**); and
- (3) **Bank of London and The Middle East plc** (registered in England with number 05897786) (**Seller**).

## Whereas

- (A) This Deed is supplemental to a debenture dated ♦ between, inter alios, the Original Chargor, the Chargors and the Seller (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Original Chargor as its agent on the terms set out in the Accession Deed.

## It is agreed

## 1 Definitions and interpretation

## 1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 1 (Subsidiary Shares) to this Deed.

## 1.2 Interpretation

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

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<sup>1</sup> BLME to confirm if accession mechanism required.

**2 Accession of Acceding Chargor****2.1 Accession**

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

**2.2 Covenant to pay**

The Acceding Chargor covenants with the Seller that it will pay and discharge the Secured Obligations when they become due for payment and discharge.

**2.3 Charging provisions**

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

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Seller.

**2.4 Assignments**

- (a) The Acceding Chargor assigns:
  - (i) the agreements described in schedule 1 (Relevant Agreements) to this Deed; and
  - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.4, prior to the occurrence of an Acceleration Event which is continuing, the Acceding Chargor may, subject to the other terms of the Facility Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

**2.5 First fixed charges**

The Acceding Chargor charges by way of first fixed charge:

- (a) the Subsidiary Shares together with all Related Rights;
- (b) the Investments together with all Related Rights;
- (c) the Relevant Policies and any other insurance policies from time to time and all proceeds of them;
- (d) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or

other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

- (e) all monies from time to time standing to the credit of each Block Account;
- (f) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than the Block Account (each an **Account**);
- (g) all its Intellectual Property;
- (h) all its goodwill and uncalled capital;
- (i) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (j) its rights under any hedging agreement or other Treasury Transaction; and
- (k) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

## 2.6 Floating charge

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

## 2.7 Qualifying floating charge

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

## 3 Consent of existing charging companies

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

## 4 Security power of attorney

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

## 5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: ♦

Facsimile: ♦

Attention: ♦

**6 Counterparts**

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

**7 Governing law and jurisdiction**

Clause 33 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

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

**Schedule 1**  
**Subsidiary Shares**

**Schedule 2**  
**Relevant Agreements**



**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**Original Chargor**

Executed as a deed by )  
**Spartan UK Limited** )  
 acting by a duly authorised signatory in the )  
 presence of )

Authorised signatory

Name

*M. BRIELEY*

Signature of witness

Name

*PETER MERGER*

Address

**Acceding Chargor**

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

Director

Signature of witness

Name

Address

**Seller**

Executed as a deed by )  
**Bank of London and The Middle East plc** ) .....  
acting by a director in the presence of ) Director

.....  
Signature of witness  .....

Name .....

Address .....

.....

# SIGNATURES TO THE DEBENTURE

## Original Chargor

Executed as a deed by

**Spartan UK Limited**

acting by a duly authorised signatory in the presence of

Authorised signatory

Signature of witness

Name PETER MERGER

Address

M. R. FALEY

T. J. B. Dewby & Co., Directors  
witness: Stanley Tyeon  
112 XII October 3  
1621, Geneva, Italy

## Seller

Executed as a deed by

**Bank of London and The Middle East plc**

acting by a director in the presence of

Director

Name

Signature of witness

Name Pratik Patel

Address Canon Place 18 Canon Street

London EC4N 6HE