Companies House

MR01(ef)

Registration of a Charge

Company name: **Character World Limited**

Company number: **04160087**

Received for Electronic Filing: **14/08/2017**

X6CTOC6H

Details of Charge

Date of creation: **10/08/2017**

Charge code: **0416 0087 0011**

Persons entitled: **TOSCAFUND GP LIMITED AS SECURITY AGENT**

Brief description: **TRADE MARK NUMBERS UK00002503672, UK00002538279 AND UK00003028183. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **SHIN TIONG**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4160087

Charge code: 0416 0087 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2017 and created by Character World Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2017 .

Given at Companies House, Cardiff on 16th August 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

DLA PIPER

DLA PIPER

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 11 August 2017

SIGNED C Shin Tong J.

DLA PIPER UK LLP

DATED 10 August 2017

(1) THE COMPANIES NAMED IN THIS DEED AS ORIGINAL CHARGORS

- and -

(2) TOSCAFUND GP LIMITED
as Security Agent

DEBENTURE

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

CONTENTS

1. DEFINITIONS AND INTERPRETATION 1
2. COVENANT TO PAY 6
3. GRANT OF SECURITY 6
4. FIXED SECURITY 7
5. FLOATING CHARGE 10
6. CONVERSION OF FLOATING CHARGE 10
7. CONTINUING SECURITY 11
8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS 11
9. ACCOUNTS 11
10. REPRESENTATIONS 12
11. UNDERTAKINGS BY THE CHARGORS 12
12. POWER TO REMEDY 18
13. WHEN SECURITY BECOMES ENFORCEABLE 19
14. ENFORCEMENT OF SECURITY 19
15. RECEIVER 21
16. POWERS OF RECEIVER 22
17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT 24
18. SET-OFF 24
19. DELEGATION 25
20. FURTHER ASSURANCES 25
21. POWER OF ATTORNEY 26
22. CURRENCY CONVERSION 26
23. CHANGES TO THE PARTIES 26
24. MISCELLANEOUS 27
25. NOTICES 28
26. CALCULATIONS AND CERTIFICATES 28
27. PARTIAL INVALIDITY 29
28. REMEDIES AND WAIVERS 29
29. AMENDMENTS AND WAIVERS 29
30. COUNTERPARTS 29
31. RELEASE 29
32. GOVERNING LAW 29
33. ENFORCEMENT AND JURISDICTION 30

SCHEDULE 1: THE ORIGINAL CHARGORS 31

SCHEDULE 2: DETAILS OF SECURITY ASSETS 32

Part 1: Real Property 32
Part 2: Charged Securities 32
Part 3: Charged Accounts 33
Part 4: Intellectual Property 35
Part 5: Other Relevant Contracts 36
Part 6: Insurances 36
SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK 37
Part 1: Form of notice of charge to Account Bank 37
Part 2: Form of acknowledgement from Account Bank 39
SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO RELEVANT CONTRACT 40
SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS 43
SCHEDULE 6: FORM OF ACCESSION DEED 47

THIS DEBENTURE is made on 10 August **2017**

BETWEEN:

(1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (the "**Original Chargors**"); and

(2) **TOSCAFUND GP LIMITED** as security trustee for the Secured Parties (as defined below) (in such capacity, the "**Security Agent**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

(a) terms defined in, or construed for the purposes of, the Senior Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

(b) at all times the following terms have the following meanings:

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*);

"**Account Bank**" means any bank or other financial institution with which any Charged Account is maintained from time to time:

"**Act**" means the Law of Property Act 1925;

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

"**Cash Collateral Accounts**" means each:

(a) Mandatory Prepayment Account; and

(b) Holding Account,

(each as defined in the Senior Facility Agreement and including but not limited to the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security* Assets));

"**Charged Accounts**" means each:

(a) Collection Account;

(b) Cash Collateral Account; and

(c) other account charged by or pursuant to this Deed;

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

"Charged Securities" means:

(a) the securities specified in part 2 of schedule 2 (*Details of Security* Assets); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time;

"Chargors" means:

(a) the Original Chargors; and

(b) any other entity which accedes to this Deed pursuant to an Accession Deed;

"Collection Account" has the meaning given to that term in clause 11.9(a)(iii);

"Debenture Security" means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

"Declared Default" means an Event of Default in respect of which the Agent has issued any notice under clause 24.20 (*Acceleration*) of the Senior Facility Agreement;

"Default Rate" means the rate of interest determined in accordance with clause 10.4 (*Default interest*) of the Senior Facility Agreement;

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver;

"Event of Default" means each Event of Default as defined in the Senior Facility Agreement;

"Finance Documents" means each "*Finance Document*" as that term is defined in the Senior Facility Agreement;

"Finance Party" means any Finance Party as defined in the Senior Facility Agreement; and

"Floating Charge Assets" means all the assets and undertaking from time to time subject to the floating charge created under clause 5 (*Floating charge*);

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest including, without limitation:

(a) all present and future Keyman Policies; and

(b) the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security* Assets),

but excluding such policies of insurance to the extent that they relate to third party liabilities;

"Intellectual Property" means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist);

including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security* Assets);

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Agreement and made between, inter alios, the Agent, the Security Agent, the Ancillary Lender, the Working Capital Lender, the Investors, the Investor Loan Note Security Trustee, the Parent and the Company;

"Material Property" means all Real Property other than any Short Leasehold Property;

"Party" means a party to this Deed;

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security* Assets)), together with:

(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

(b) all easements, rights and agreements in respect thereof; and

(c) the benefit of all covenants given in respect thereof;

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

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

(b) all proceeds of any of the foregoing;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under this Deed;

"Related Rights" means, in relation to any Charged Securities:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or on any asset referred to in paragraph (b) of this definition; and

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means:

(a) each Acquisition Document;

(b) each Hedging Agreement; and

(c) each agreement specified in part 5 of schedule 2 (*Details of Security* Assets) or specified in any Accession Deed as an "*Other Relevant Contract*",

together with each other agreement supplementing or amending or novating or replacing the same;

"Senior Facility Agreement" means the Senior Facility Agreement dated the same date as this Deed and made between (1) Ensco 1090 Limited as Parent (2) Ensco 1089 Limited as Company and Original Borrower, (3) the entities listed in part 1 of schedule 1 to it as Original Guarantors, (4) Tosca Debt Capital Fund Designated Activity Company as Arranger, (5) the financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (6) Toscafund GP Limited as Agent and as Security Agent;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

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

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

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

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Agent" means the Agent under and as defined in the Senior Facility Agreement;

"Short Leasehold Property" means a leasehold property held by a Chargor now or in the future under a lease granted at a rack rate which has an unexpired term of 15 years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor) and has no capital value.

1.2 Interpretation

(a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Senior Facility Agreement (other than clause 1.2(c)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.

(b) Unless a contrary indication appears, any reference in this Deed to:

(i) a **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(ii) **"this Deed"**, the **"Senior Facility Agreement"**, the **"Intercreditor Agreement"**, any other Finance Document or any other agreement or instrument is a reference to this Deed, the Senior Facility Agreement, the Intercreditor Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and

(iii) **"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 member of the Group.

(c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:

(i) must be complied with at all times during the Security Period; and

(ii) is given by such Chargor for the benefit of the Security Agent and each other Secured Party.

(d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

(e) If the Security Agent or the Senior Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

(f) 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.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Inconsistency between this Deed and the Intercreditor Agreement

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.

1.5 Trust

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.

1.6 Third party rights

Save as expressly provided to the contrary in this Deed, 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.

2. COVENANT TO PAY

2.1 Covenant to pay

(a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.

(b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest on a daily basis (both before and after judgment and payable on demand) at the Default Rate from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed) are created or made:

(a) in favour of the Security Agent;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

(c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

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

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in part 1 of schedule 2 (*Details of Security* Assets); and

(ii) all other Real Property (if any) (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by clause 4.1(a)(i);

(b) by way of first fixed charge:

(i) all other Real Property (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by clause 4.1(a);

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(iii) the proceeds of sale of all Real Property;

(c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;

(d) by way of first fixed charge:

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and

(ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress;

(e) by way of first fixed charge:

(i) the Charged Securities (if any) referred to in part 2 of schedule 2 (*Details of Security* Assets); and

(ii) all other Charged Securities (not charged by clause 4.1(e)(i)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(f) by way of first fixed charge:

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts;

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts; and

(iii) all other accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 4.1(f)(i) or 4.1(f)(ii)) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(i) the Intellectual Property (if any) specified in part 4 of schedule 2 (*Details of Security* Assets); and

(ii) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i));

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):

(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and

(ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

4.2 Security assignments

(a) Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

(ii) all Insurances including each present and future Keyman Policy and all claims under the Insurances and all proceeds of the Insurances; and

(iii) all other Receivables (not assigned under clauses 4.2(a)(i) or 4.2(a)(ii)).

(b) To the extent that any Assigned Asset described in clause 4.2(a)(ii) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances provided that, and subject always to the terms to the Facilities Agreement and Transaction Documents, in each case the exercise of all rights, remedies or discretions or judgments, the giving of any waivers or consents and any entitlement to all proceeds and claims arising therefrom shall, prior to an Declared Default, be exercised at the discretion of the relevant Chargor provided that the Chargor must not do so in a manner which (i) is prejudicial to the interests of the Security Agent and/or the other Secured Parties or (ii) may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Assigned Asset.

4.3 Notice of assignment and/or charge - immediate notice

Promptly, and in any event within 3 Business Days upon execution of this Deed or an Accession Deed (as applicable) (and promptly upon the obtaining of any Insurance or the opening of any Charged Account after the date of this Deed) each Chargor shall:

(a) in respect of each of its Insurances, deliver a duly completed notice of assignment to the provider of each such Insurance and shall use its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 (*Form of notice to and acknowledgement by insurers*); and

(b) in respect of its Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from Account Bank*),

or, in each case, in such other form as the Security Agent shall agree.

4.4 Notice of assignment - other Relevant Contracts

Promptly upon request by the Security Agent at any time after the occurrence of a Declared Default, each Chargor will, in respect of each Relevant Contract to which it is a party (other than any Acquisition Document or Hedging Document), deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by party to Relevant Contract*) (or in such other form as the Security Agent shall agree).

4.5 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

6. CONVERSION OF FLOATING CHARGE

6.1 Conversion by notice

The Security Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the Floating Charge Assets (or, in the case of clause 6.1(b) the relevant Floating Charge Asset only) of such Chargor specified in the notice if:

(a) An Event of Default has occurred and is continuing; or

(b) the Security Agent (acting reasonably) considers that Floating Charge Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2 Small companies

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

6.3 Automatic conversion

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

(a) in relation to the Floating Charge Assets of the relevant Chargor if:

(i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Floating Charge Asset without the prior written consent of the Security Agent; or

(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset,

provided that, in the case of clauses 6.3(a)(i) and 6.3(a)(ii) above the floating charge shall only crystallise over the Floating Charge Assets which are the subject of the actions referred to in such clauses; and

(b) over all the Floating Charge Assets of the relevant Chargor if an administrator is appointed in respect of such Chargor or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

6.4 Scottish property

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

6.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or 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 asset or class of assets or of any other right of the Security Agent and/or the other Secured Parties.

7. CONTINUING SECURITY

7.1 Continuing security

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

7.2 Additional and separate security

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.

7.3 Right to enforce

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.

8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

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.

9. ACCOUNTS

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Security Agent and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

10. REPRESENTATIONS

10.1 General

Each Original Chargor makes the representations and warranties set out in this clause 10 to the Security Agent (for the benefit of the Security Agent and each other Secured Party) on the date of this Deed.

10.2 Ownership of Security Assets

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security* Assets) except in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case, such Original Chargor is the beneficial owner only of such Charged Securities.

10.3 Charged Securities

The Charged Securities listed in part 2 of schedule 2 (*Details of Security* Assets) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire issued share capital of each such company.

10.4 Real Property

Part 1 of schedule 2 (*Details of Security* Assets) identifies all Material Property which is beneficially owned by each Original Chargor at the date of this Deed.

11. UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:

(a) create or permit to subsist any Security or Quasi Security on any Security Asset other than as created by this Deed or which is a Permitted Security; or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security asset (except for a Permitted Disposal or a Permitted Transaction).

11.2 Security Assets generally

Each Chargor shall:

(a) notify the Security Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required to do so by the Security Agent):

(i) promptly provide it with a copy of the same; and

(ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Agent (acting reasonably) may require or approve;

(b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;

(c) comply with:

(i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and

(ii) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect;

(d) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets (except as expressly permitted by the Senior Facility Agreement);

(e) provide the Security Agent with all information which it may reasonably request in relation to the Security Assets; and

(f) not do, cause or permit to be done anything which may to a material extent depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

11.3 Deposit of documents and notices relating to Real Property

Each Chargor shall, if requested by the Security Agent in writing, deposit with the Security Agent:

(a) all deeds and documents of title relating to the Material Property; and

(b) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of a Chargor in relation to the Material Property,

which the Security Agent may hold throughout the Security Period.

11.4 Real Property undertakings - acquisitions and notices to the Land Registry

(a) Each Chargor shall notify the Security Agent promptly upon the acquisition of any estate or interest in any freehold or leasehold property (other than any Short Leasehold Property).

(b) Each Chargor shall, in respect of any Material Property which is acquired by it after the date of this Deed, the title to which is registered at the Land Registry or the title to which is required to be so registered:

(i) give the Land Registry written notice of this Deed; and

(ii) procure that notice of this Deed is clearly noted in the Register to each such title.

11.5 Real Property undertakings - maintenance

(a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a reasonable state of repair, fair wear and tear excepted.

(b) No Chargor shall, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld) (or as expressly permitted under the Senior Facility Agreement):

(i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);

(ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or

(iii) grant any licence to assign or sub-let any part of the Real Property.

(c) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Security Agent.

(d) No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.

(e) Following the occurrence of an Event of Default, each Chargor shall permit the Security Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

11.6 Real Property undertakings - title investigation

(a) Each Chargor shall grant the Security Agent on request all reasonable facilities within the power of such Chargor to enable the Security Agent (or its lawyers) to carry out investigations of title to the Real Property other than any Shorthold Leasehold Property and to make all enquiries in relation to any such part of the Real Property which a prudent mortgagee might carry out. The investigations shall be carried out at the expense of such Chargor.

(b) Each Chargor shall be required as soon as reasonably possible upon demand by the Security Agent following the occurrence of an Event of Default, to provide the Security Agent, at its own expense, with a report as to title of such Chargor to its Real Property other than any Shorthold Leasehold Property (concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature).

11.7 Equipment

Promptly on request by the Security Agent, each Chargor shall affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other assets for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Security Agent (acting reasonably).

11.8 Insurance

(a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Senior Facility Agreement (and in particular, clause 23.23 (*Insurance*) of the Senior Facility Agreement).

(b) If at any time any Chargor defaults in:

(i) effecting or keeping up the insurances required under the Senior Facility Agreement; or

(ii) producing any insurance policy or receipt to the Security Agent within 14 days of demand,

the Security Agent may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All monies which are expended by the Security Agent in doing so shall be deemed to be properly paid by the Security Agent and shall be reimbursed by such Chargor on demand.

(c) Each Chargor shall, subject to the rights of the Security Agent under clause 11.8(d), use reasonable endeavours to pursue its rights under the Insurances.

(d) After the occurrence of a Declared Default the Security Agent shall have the sole right to settle or sue for any claim in respect of any Insurances and to give any discharge for insurance monies.

(e) All claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Security Assets) be applied in accordance with the Senior Facility Agreement, or after the occurrence of a Declared Default, in permanent reduction of the Secured Obligations in accordance with the Senior Facility Agreement.

11.9 Dealings with and realisation of Receivables and Collection Accounts

(a) Each Chargor shall:

(i) without prejudice to clause 11.1 (*Negative pledge and Disposals*)) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable save to the extent permitted by the Senior Facility Agreement;

(ii) following the occurrence of a Declared Default collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent; and

(iii) (except where monies are required to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document) promptly upon receipt pay all monies which it receives in respect of the Receivables into:

(A) the account specified against its name in part 3 of schedule 2 (*Details of Security* Assets) or, if applicable, in the schedule to any Accession Deed as a Collection Account;

(B) any other account held with an Account Bank over which the Chargors have granted Security to the Security Agent pursuant to the terms of this Deed; or

(C) following the occurrence of a Declared Default such specially designated account(s) with the Security Agent or another Account Bank as the Security Agent may from time to time direct,

(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a **"Collection Account"**); and

(iv) following the occurrence of a Declared Default pending such payment, hold all monies so received upon trust for the Security Agent.

(b) Following the occurrence of a Declared Default each Chargor shall deal with the Receivables (both collected and uncollected) and the Collection Accounts in accordance with any directions given in writing from time to time by the Security Agent and, in default of and subject to such directions, in accordance with this Deed.

11.10 Operation of Collection Accounts

(a) After the occurrence of a Declared Default, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

(b) If the right of a Chargor to withdraw the proceeds of any Receivables standing to the credit of a Collection Account results in the charge over that Collection Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on any of its outstanding Receivables.

11.11 Operation of Cash Collateral Accounts

No Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Senior Facility Agreement or the Intercreditor Agreement or with the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

11.12 Charged Investments - protection of security

(a) Each Chargor shall, promptly upon execution of this Deed or an Accession Deed (as applicable) or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:

(i) deposit with the Security Agent (or as the Security Agent may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and

(ii) execute and deliver to the Security Agent:

(A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or

(B) such other documents as the Security Agent shall require to enable it, following the occurrence of a Declared Default, (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

(b) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system, each Chargor shall immediately upon execution of this Deed or an Accession Deed or (if later) immediately upon acquisition of an interest in such Charged Investment deliver to the Security Agent duly executed stock notes or other document in the name of the Security Agent (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.

(c) Each Chargor shall following the occurrence of a Declared Default:

(i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in the form required by the Security Agent; and

(ii) use its reasonable endeavours to ensure that the custodian acknowledges that notice in the form required by the Security Agent.

(d) Each Chargor shall promptly following the occurrence of a Declared Default:

(i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Security Agent or its nominee with such clearance system; and

(ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.

Without prejudice to the rest of this clause 11.12, the Security Agent may following the occurrence of a Declared Default, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.

(e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments.

(f) No Chargor shall nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

(g) Without limiting its obligations under clause 11.12(c), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company or otherwise relating to the Charged Investments and, if it fails to do so, the Security Agent may provide such information as it may have on behalf of such Chargor.

11.13 Rights of the Parties in respect of Charged Investments

(a) Unless a Declared Default has occurred, each Chargor shall be entitled to:

(i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and

(ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:

(A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Senior Facility Agreement; or

(B) is prejudicial to the interests of the Security Agent and/or the other Secured Parties.

(b) At any time following the occurrence of a Declared Default, the Security Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.

(c) At any time when any Charged Securities are registered in the name of the Security Agent or its nominee, the Security Agent shall be under no duty to:

(i) ensure that any dividends, distributions or other monies payable in respect of such Charged Securities are duly and promptly paid or received by it or its nominee;

(ii) verify that the correct amounts are paid or received; or

(iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Securities.

12. POWER TO REMEDY

12.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary to rectify that default.

12.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

12.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

13. WHEN SECURITY BECOMES ENFORCEABLE

13.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of a Declared Default.

13.2 Statutory powers

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

13.3 Enforcement

After this Debenture Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

14. ENFORCEMENT OF SECURITY

14.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

14.2 Powers of leasing

The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with section 99 or 100 of the Act.

14.3 Powers of Security Agent

(a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):

(i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

(ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or

(iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or

(iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.

(b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

14.4 Redemption of prior mortgages

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

(a) redeem any prior Security against any Security Asset; and/or

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

(c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

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

14.5 Privileges

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

(b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Security Agent shall have the right after the Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

(c) For the purpose of clause 14.5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

14.6 No liability

(a) Neither the Security Agent, any other Secured Party nor any Receiver or Delegate shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

(b) Without prejudice to the generality of clause 14.6(a), neither the Security Agent, any other Secured Party nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

14.7 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

(a) whether the Secured Obligations have become payable;

(b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable;

(c) whether any money remains due under any Finance Document; or

(d) how any money paid to the Security Agent or to the Receiver is to be applied.

15. RECEIVER

15.1 Removal and replacement

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

15.2 Multiple Receivers

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

15.3 Remuneration

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

15.4 Payment by Receiver

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

15.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16. POWERS OF RECEIVER

16.1 General powers

Any Receiver shall have:

(a) all the powers which are conferred on the Security Agent by clause 14.3 (*Powers of Security Agent*);

(b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;

(c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and

(d) all powers which are conferred by any other law conferring power on receivers.

16.2 Additional powers

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

(a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;

(b) to manage the Security Assets and the business of any Chargor as he thinks fit;

(c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

(d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;

(i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;

(ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and

(iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

(e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);

(f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;

(g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);

(h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;

(i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);

(j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);

(k) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;

(l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease;

(m) to:

(i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;

(ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and

(iii) use the name of any Chargor for any of the above purposes; and

(n) to do all such other acts and things as he may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets.

17. APPLICATION OF PROCEEDS AND INTERCREDITOR AGREEMENT

17.1 Application

All monies received by the Security Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in accordance with and subject to the terms of the Intercreditor Agreement.

17.2 Contingencies

If the Debenture 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 may determine.

17.3 Appropriation, Intercreditor Agreement and suspense account

(a) Subject to the Intercreditor Agreement and clause 17.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.

(b) Any such appropriation shall override any appropriation by any Chargor.

(c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

18. SET-OFF

18.1 Set-off rights

(a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) 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.

(b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) 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.

(c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

(d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

18.2 Time deposits

Without prejudice to clause 32 (*Set-off*) of the Facilities Agreement, if any time deposit matures on any account which any Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

(a) this Debenture Security has become enforceable; and

(b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

19. DELEGATION

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.

20. FURTHER ASSURANCES

(a) Subject to the Agreed Security Principles each Chargor shall (and the Parent shall procure that each Chargor shall) at its own expense, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) in favour of the Security Agent, a Receiver or its nominees in order to:

(i) perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to this Deed or by law; and/or

(ii) confer on the Security Agent, any Receiver or the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or

(iii) to facilitate (in circumstances when the Debenture Security has become enforceable) the realisation of the assets which are, or are intended to be, the subject of the Debenture Security.

(b) Each Chargor shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

(c) Without prejudice to the generality of clause 20(a), each Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

21. 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 which such Chargor is obliged to take under this Deed including under clause 20 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

22. CURRENCY CONVERSION

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 in that other currency at the Agent's Spot Rate of Exchange for the purchase of the relevant currency in the London foreign exchange market on the relevant day. Each Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23. CHANGES TO THE PARTIES

23.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

23.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Intercreditor Agreement. Each Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

23.3 Accession Deed

Each Chargor:

(a) consents to new Subsidiaries of the Parent becoming Chargors as contemplated by the Finance Documents; and

(b) irrevocably authorises the Parent to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

24. MISCELLANEOUS

24.1 New accounts

(a) If the Security Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.

(b) As from that time all payments made to the Security Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.2 Tacking

(a) Each Finance Party shall perform its obligations under the Senior Facility Agreement (including any obligation to make available further advances).

(b) This Deed secures advances already made and further advances to be made.

24.3 Land Registry

(a) Save in respect of any Short Leasehold Property, each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Security Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"*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 [◆] 2017 in favour of Toscafund GP Limited referred to in the charges register or their conveyancer.*"

(b) Each Chargor:

(i) authorises the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed, the Senior Facility Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;

(ii) shall use its best endeavours to assist with any such application made by or on behalf of the Security Agent; and

(iii) shall notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Senior Facility Agreement or any other Finance Document following its designation as an exempt information document.

(c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

(d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

24.4 Protective clauses

(a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).

(b) Clauses 19.4 (*Waiver of Defences*), 19.5 (*Guarantor Intent*), 19.6 (*Immediate Recourse*), 19.7 (*Appropriations*) and 19.8 (*Deferral of Guarantors Rights*) of the Senior Facility Agreement apply in relation to this Deed as if references to the obligations referred to in such clauses respectively were references to the obligations of each Chargor under this Deed.

25. NOTICES

25.1 Senior Facility Agreement

Subject to clause 25.2 (*Notices through the Parent*):

(a) clause 33 (*Notices*) of the Senior Facility Agreement (other than clauses 33.3(c), 33.6 (*Electronic communication*) and 33.7 (*Use of websites*)) is incorporated into this Deed as if fully set out in this Deed; and

(b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Senior Facility Agreement or this Deed.

25.2 Notices through the Parent

(a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.

(b) Any communication or document made or delivered to the Parent in accordance with this clause 25 will be deemed to have been made or delivered to each of the Chargors.

26. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or the Senior 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.

27. PARTIAL INVALIDITY

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

28. REMEDIES AND WAIVERS

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

29. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended in writing by the Security Agent and the Chargors or the Parent acting on their behalf and each Chargor irrevocably appoints the Parent as its agent for the purpose of agreeing and executing any amendment on its behalf. Any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

30. COUNTERPARTS

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

31. RELEASE

31.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Debenture Security.

31.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

32. GOVERNING LAW

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

33. ENFORCEMENT AND JURISDICTION

(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) (a **"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 33 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Deed has been duly executed by each Original 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 each Original Chargor.

SCHEDULE 1: THE ORIGINAL CHARGORS

Name of Chargor	**Jurisdiction**	**Registered number (or equivalent, if any)**
Ensco 1090 Limited	England and Wales	9227120
Ensco 1089 Limited	England and Wales	9227031
Character World Holdco Limited	England and Wales	06542144
Character World Bidco Limited	England and Wales	06549359
Character World Limited	England and Wales	04160087
Character World China Holdings Limited	England and Wales	07477953

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Part 1: Real Property

None as at the date of this Deed.

Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Ensco 1090 Limited	Ensco 1089 Limited	B Ordinary	30,000 B Ordinary shares	30,000 B Ordinary shares of £1.00 each
		D Ordinary	3,500 D Ordinary shares	3,500 D Ordinary shares of £1.00 each
		Preferred A Ordinary	51,000 Preferred A Ordinary shares	51,000 Preferred A Ordinary shares of £1.00 each
Ensco 1089 Limited	Character World Holdco Limited	Ordinary A	522,500 Ordinary A shares	522,500 Ordinary A shares of £0.10 each
		Ordinary B	477,500 Ordinary B shares	477,500 Ordinary B shares of £0.10 each
		Ordinary C	20,000 Ordinary C shares	20,000 Ordinary C shares of £0.10 each
Character World Holdco Limited	Character World Bidco Limited	Ordinary	1	£1.00
Character World Bidco Limited	Character World Limited	Ordinary A	255,003 Ordinary A shares	255,003 Ordinary A shares of £1.00 each
		Ordinary B	255,000 Ordinary B shares	255,000 Ordinary B shares of £1.00 each

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
		Ordinary C	255,000 Ordinary C shares	255,000 Ordinary C shares of £1.00 each
Character World Limited	Character World China Holdings Limited	Ordinary	1	£1.00

Part 3: Charged Accounts

Collection Accounts				
Account Holder	**Account Name**	**Account Number**	**Account Bank**	**Account bank branch address and Sort Code**
Character World Ltd	CW LTD Euro	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Ensco 1090 Ltd	Ensco 1090 Limited	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Ensco 1089 Ltd	Ensco 1089 Limited	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]

Collection Accounts				
Account Holder	**Account Name**	**Account Number**	**Account Bank**	**Account bank branch address and Sort Code**
Character World Ltd	CW China GBP	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Character World Bidco Ltd	CW Bidco Ltd	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Character World Holdco Ltd	CW Holdco Ltd	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Character World Ltd	CWL Reserve	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Character World Ltd	CWL £	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]

Collection Accounts				
Account Holder	**Account Name**	**Account Number**	**Account Bank**	**Account bank branch address and Sort Code**
Character World Ltd	CW China	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]
Character World Ltd	CWL $	[redacted]	National Westminster Bank Plc	Bolton Customer Service Centre, PO Box 2027 Parklands, De Havilland Way, Horwich BL6 4YU [redacted]

Part 4: Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	**TM number**	**Jurisdiction / apparent status**	**Classes**	**Mark text**
Character World Limited	UK00002503672	United Kingdom	20, 24, 27	my bigbed
Character World Limited	UK00002538279	United Kingdom	16, 24	Pick Me UP
Character World Limited	UK00003028183	United Kingdom	16, 20, 24, 25, 27	KIP & SEW

Part 4B - Patents

None as at the date of this Deed.

Part 5: Other Relevant Contracts

None as at the date of this Deed.

Part 6: Insurances

Chargor	Insurer	Policy number
Character World Limited	Zurich Insurance plc	Commercial Combined - FL785804/2
Character World Limited	Zurich Insurance plc	Computers - JA758860
Character World Limited	Zurich Insurance plc	Commercial Legal Expenses - FV744799
Character World Limited	ACE	Annual Travel - UKBBBO13942116
Character World Limited	Zurich Insurance plc	Motor Fleet - JT722815
Character World Limited	Royal & Sun Alliance	Marine - C081305J13AA

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

Part 1: Form of notice of charge to Account Bank

To: [*insert name and address of Account Bank*]

Dated: [◆] 20[◆]

Dear Sirs

We hereby give notice that, by a debenture dated [◆] 20[◆] (the **"Debenture"**) we have charged to [◆] (the **"Security Agent"**) as security agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the following accounts in our name with you, all monies from time to time standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you:

[*Insert details of accounts*] (together the **"Accounts"**).

For the purposes of this notice and the attached acknowledgement, the term **"Declared Default"** has the meaning given to that term in the Debenture.

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;

2. to disclose to the Security Agent, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Security Agent may, at any time and from time to time, request you to disclose to it;

3. to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Security Agent;

4. to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Security Agent at any time and from time to time; and

5. to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Security Agent without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

For the avoidance of doubt, the Security Agent shall not be entitled to exercise any of its rights pursuant to or in connection with paragraphs 3 and 4 above and shall not be entitled to serve any notice or give any instruction pursuant to paragraph 5 above unless and until a Declared Default has occurred (as notified to you in writing by the Security Agent).

[*For Cash Collateral Accounts* - Please note we are not permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Agent.]

OR

[*For Collection Accounts* - By countersigning this notice, the Security Agent confirms that we may make withdrawals from the Accounts until such time as the Security Agent shall notify you in writing that its rights have become enforceable in accordance with the terms of the Debenture and that its permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Security Agent.]

These instructions cannot be revoked or varied without the prior written consent of the Security Agent.

This notice, any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them shall be governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Security Agent with a copy to ourselves.

Yours faithfully

By _____
for and on behalf of
[***relevant Chargor***]

[By _____
for and on behalf of the Security Agent]

Part 2: Form of acknowledgement from Account Bank

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

Dated: [◆] 20[◆]

Dear Sirs

We confirm receipt of a notice dated [◆] 20[◆] (the **"Notice"**) from [*relevant Chargor*] (the **"Company"**) of a charge upon the terms of a Debenture dated [◆] 20[◆], over all the Company's present and future right, title and interest in and to the following accounts with us in the name of the Company together with all monies standing to the credit of those accounts and all interest from time to time accrued or accruing on those accounts, any investment made out of any such monies or account and all rights of repayment of any of the foregoing by us:

[◆] (together the **"Accounts"**).

We confirm that:

6. we accept the instructions and authorisation contained in the Notice and undertake to comply with its terms;

7. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;

8. we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;

9. [*For Cash Collateral Accounts* - we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories;]

OR

10. [*For Collection Accounts* - until you notify us in writing that withdrawals are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories]; and

11. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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

Yours faithfully

By _____
for and on behalf of
[***Account Bank***]

SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO RELEVANT CONTRACT

To: [*Insert name and address of relevant party*]

Dated: [◆] 20[◆]

Dear Sirs

RE: [*DESCRIBE RELEVANT CONTRACT*] DATED [◆] 20[◆] BETWEEN (1) YOU AND (2) [◆] THE "CHARGOR")

1. We give notice that, by a debenture dated [◆] 20[◆] (the **"Debenture"**), we have assigned to [◆] (the **"Security Agent"**) as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [*insert details of Relevant Contract*] (together with any other agreement supplementing or amending the same, the **"Agreement"**) including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.

2. For the purposes of this notice and the attached acknowledgement, the term **"Declared Default** has the meaning given to that term in the Debenture.

3. We irrevocably authorise and instruct you from time to time:

   (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Agent may from time to time request;

   (b) following written notice to you from the Security Agent confirming that a Declared Default has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Agent;

   (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Agent from time to time;

   (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and

   (e) to send copies of all notices and other information given or received under the Agreement to the Security Agent.

4. You may continue to deal with us in relation to the Agreement until you receive written notice from the Security Agent that a Declared Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent.

5. Following the occurrence of a Declared Default we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Agreement

6. We are not permitted to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Security Agent.

7. This notice may only be revoked or amended with the prior written consent of the Security Agent.

8. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:

   (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

   (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Agent promptly if you should do so in future;

   (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred you will not permit any sums to be paid to us or any other person (other than the Security Agent) under or pursuant to the Agreement without the prior written consent of the Security Agent;

   (d) you will notify the Security Agent of any intention to exercise any right to terminate or amend the Agreement; and

   (e) you will not take any action to amend or supplement the Agreement without the prior written consent of the Security Agent.

9. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

_____

for and on behalf of
[NAME OF CHARGOR]

[***On copy***]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: **[NAME OF CHARGOR]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] of the above notice.

_____

for and on behalf of
[◆]

Dated: [◆] 20[◆]

SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [*Insert name and address of insurer*]

Dated: [◆] 20[◆]

Dear Sirs

[◆] (THE "CHARGOR")

We give notice that, by a debenture dated [◆] 20[◆] (the **"Debenture"**), we have assigned to [◆] (the **"Security Agent"**) as Security Agent for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the policies listed in the schedule to this notice (together with any other agreement supplementing or amending the same, the **"Policies"**) including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.

1. For the purposes of this notice and the attached acknowledgement, the term **"Declared Default"** has the meaning given to that term in the Debenture.

2. We irrevocably authorise and instruct you from time to time:

   (a) to disclose to the Security Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Security Agent may from time to time request;

   (b) following written notice to you from the Security Agent confirming that a Declared Default has occurred to hold all sums from time to time due and payable by you to us under the Policies to the order of the Security Agent;

   (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Security Agent from time to time;

   (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and

   (e) to send copies of all notices and other information given or received under the Policies to the Security Agent.

3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Security Agent's interest as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

4. You may continue to deal with the Chargor in relation to the Policies until you receive written notice from the Security Agent that a Declared Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Polices and therefore from that time you should deal only with the Security Agent.

5. Following the occurrence of a Declared Default we are not permitted to receive from you, otherwise than through the Security Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies.

6. This notice may only be revoked or amended with the prior written consent of the Security Agent.

7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us) that you agree to the above and that:

   (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;

   (b) you have not, at the date this notice is returned to the Security Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Security Agent promptly if you should do so in future;

   (c) following written notice to you from the Security Agent confirming that a Declared Default has occurred, you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Security Agent; and

   (d) you will not exercise any right to terminate or cancel the Policies without giving the Security Agent not less than 14 days prior written notice.

8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

_____

for and on behalf of
[*Name of Chargor*]

SCHEDULE

THE POLICIES

[*On copy*]

To: [◆]
as Security Agent
[ADDRESS]

Copy to: **[NAME OF CHARGOR]**

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [7] in the above notice. We have noted the Security Agent's interest as first priority assignee on the Policies.

_____

for and on behalf of
[◆]

Dated:[◆] 20[◆]

SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on 20[◆]

BETWEEN

(1) [[◆] **LIMITED** a company incorporated in [◆] with registered number [◆] (the **"Acceding Company"**)][**EACH COMPANY LISTED IN SCHEDULE 1** (each an **"Acceding Company"**)];

(2) [◆] (the **"Parent"**); and

(3) [◆] (as Security Agent for the Secured Parties (as defined below)) (the **"Security Agent"**).

BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆] 20[◆] and made between (1) the Chargors named in it and (2) the Security Agent (the **"Debenture"**).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

[The/Each] Acceding Company:

(i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and

(ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

(i) by way of first legal mortgage all the freehold and leasehold Real Property [(other than any Short Leasehold Property)] (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));

(ii) by way of first fixed charge:

(A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)); together with

(B) all Related Rights from time to time accruing to them;

(iii) by way of first fixed charge each of its [Cash Collateral and] Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;

(iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));

(v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and

(vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

(i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets*);

(ii) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and

(iii) [part 1 of] schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property [(other than Short Leasehold Property)] which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

(i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and

(ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for [the/each] Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession 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 Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the [Acceding Company/Acceding Companies]

[Part 1 - Real Property]

Registered land			
[Acceding Company]	Address	Administrative Area	Title number
[◆]	[◆]	[◆]	[◆]

Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆]	[◆]	[◆ 20◆]	[◆]	[◆]

[Part 2 - Charged Securities]

[Acceding Company]	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]

[Part 3 - Charged Accounts]

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]

[Part 4 - Intellectual Property]

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]
[◆]	[◆]	[◆]	[◆]	[◆]

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

[Part 5 - Relevant Contracts]

[Acceding Company]	Date of Relevant Contract	Parties	Details of Relevant Contract
[◆]	[◆ 20◆]	[◆]	[◆]
[◆]	[◆ 20◆]	[◆]	[◆]

[Part 6 - Insurances]

[Acceding Company]	Insurer	Policy number
[◆]	[◆]	[◆]
[◆]	[◆]	[◆]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the first date specified on page 1,] by **[NAME OF ACCEDING COMPANY]** acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

_____

_____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first date specified on page 1,] by **[NAME OF ACCEDING COMPANY]** by its attorney _____ [acting pursuant to a power of attorney dated [◆] 20[◆]] in the presence of:)

Signature_____
as attorney for [**NAME OF ACCEDING COMPANY**]

Witness signature _____

Witness name: _____

Witness address: _____

_____

_____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

THE PARENT

EITHER one director in the presence of an attesting witness

Executed as a deed[, but not delivered until the first date specified on page 1,] by **[NAME OF PARENT]** acting by:)

Director _____

Witness signature _____

Witness name: _____

Witness address: _____

_____

_____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

OR where executing by an individual attorney

Signed as a deed[, but not delivered until the first date specified on page 1,] by **[NAME OF ORIGINAL CHARGOR]** by its attorney _____ [acting pursuant to a power of attorney dated [◆] 20[◆]] in the presence of:)

Signature_____
as attorney for [**NAME OF ORIGINAL CHARGOR**]

Witness signature _____

Witness name: _____

Witness address: _____

_____

_____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

THE SECURITY AGENT

Signed by _____ for)
and on behalf of **[NAME OF SECURITY**)
AGENT]:) Signature _____

Address: [◆]

Facsimile No: [◆]

Attention: [◆]

EXECUTION PAGES OF THE DEBENTURE

THE ORIGINAL CHARGORS

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ENSCO 1090**)
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

Gateley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 9310187

Address: Registered office

Fax:

Attention: M. Schweiger

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ENSCO 1089**)
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

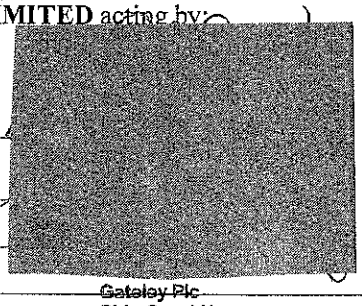
Gateley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 9310187

Address: Registered office

Fax:

Attention: M. Schweiger

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHARACTER**)
WORLD HOLDCO LIMITED acting by:)



Director

Witness signature

Witness name:

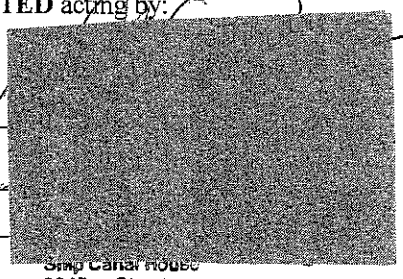
Witness address: Gateley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 9310187

Address: Registered office

Fax:

Attention: M. Schweiger

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHARACTER**)
WORLD BIDCO LIMITED acting by:)



Director

Witness signature

Witness name:

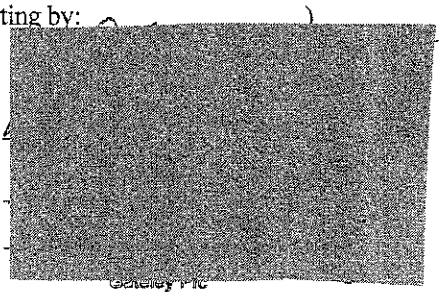
Witness address: Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 9310187

Address: Registered office

Fax:

Attention: M. Schweiger

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHARACTER**)
WORLD LIMITED acting by:)



Director

Witness signature

Witness name:

Witness address:

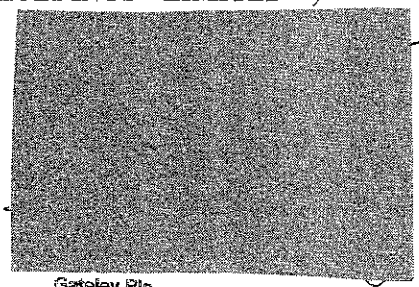
Geteley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 6210187

Address: Registered office

Fax:

Attention: M. Schweiger

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHARACTER**)
WORLD CHINA HOLDINGS LIMITED)
acting by:



Director

Witness signature

Witness name:

Witness address:

Geteley Plc
Ship Canal House
98 King Street
Manchester
M2 4WU
Registered number: 6210187

Address: Registered office

Fax:

Attention: M. Schweiger

THE SECURITY AGENT

Signed by _____ for)
and on behalf of **TOSCAFUND GP**)
LIMITED:) Signature _____

Address:

Fax:

Email:

Attention: