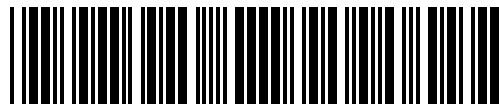




Registration of a Charge

Company Name: **CORNWALLIS ELT LIMITED**

Company Number: **04197561**



Received for filing in Electronic Format on the: **19/10/2021**

XAFGMER4

Details of Charge

Date of creation: **14/10/2021**

Charge code: **0419 7561 0004**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT).**

Brief description: **SECURITY INTERESTS (NOT EXPRESSED AS FLOATING CHARGES) ARE CREATED OVER ALL OF THE COMPANY'S RIGHTS IN ANY LAND, INTELLECTUAL PROPERTY AND CHATTELS (WHICH WOULD INCLUDE SHIPS AND AIRCRAFT). NONE IS SPECIFIED. SEE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) .

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:

**JAMES ENGLAND, SOLICITOR, MAYER BROWN INTERNATIONAL
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4197561

Charge code: 0419 7561 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2021 and created by CORNWALLIS ELT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2021 .

Given at Companies House, Cardiff on 20th October 2021

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated

14 October

2021

- (1) **THE CHARGORS NAMED IN THIS DEBENTURE** as Chargors
- (2) **BARCLAYS BANK PLC** as Security Agent

COMPOSITE GUARANTEE AND DEBENTURE

MAYER | BROWN

LONDON

CONTENTS

Clause	Page
---------------	-------------

SECTION 1 INTERPRETATION

1.	Definitions and Interpretation	1
----	--------------------------------------	---

SECTION 2 COVENANT TO PAY; GRANTING AND PERFECTION OF SECURITY

2.	Guarantee And Indemnity	12
3.	Payment of the Secured Obligations	12
4.	Security	13
5.	Crystallisation of Floating Charge	16
6.	Perfection of Security and Further Assurance	17

SECTION 3 ASSET REPRESENTATIONS, COVENANTS AND WARRANTIES

7.	Representations	21
8.	Negative Pledge and Disposals	22
9.	Properties	23
10.	Receivables and Related Matters	28
11.	Non-Vesting Receivables	29
12.	Notice of Trade Debtors	29
13.	Accounts	29
14.	The Investments	30
15.	Intellectual Property	34
16.	Inventory And Equipment	36
17.	Assigned Documents	36

SECTION 4 ENFORCEMENT OF SECURITY

18.	Enforcement – General Provisions	37
19.	Right of Appropriation	39
20.	Appointment of Receiver	40
21.	Appointment of Administrator	43
22.	Application of Proceeds	43

SECTION 5 GENERAL SECURITY PROVISIONS

23.	General Security Provisions	44
24.	Power of Attorney	47
25.	Retention of Security	47
26.	Prior Security Interests	48

CONTENTS

Clause	Page
--------	------

SECTION 6 ADMINISTRATION

27.	Indemnity	50
28.	Transfers	50
29.	Calculations and Certificates	51
30.	Partial Invalidity.....	51
31.	Remedies and Waivers.....	51
32.	Amendments and Waivers	51
33.	Counterparts.....	51
34.	Conduct of Business	51
35.	Miscellaneous	52

SECTION 7 GOVERNING LAW AND ENFORCEMENT

36.	Governing Law	53
37.	Enforcement.....	53

THIS COMPOSITE GUARANTEE AND DEBENTURE is dated 14 October 2021 and made between:

- (1) **THE PERSONS** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **BARCLAYS BANK PLC**, as security agent and security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND:

- (A) The Security Agent holds the benefit of this Composite Guarantee and Debenture, including the security created and other rights granted in it to the Security Agent or any Secured Party, on trust for the Secured Parties on the terms set out in the Intercreditor Agreement.
- (B) This document is the deed of each Chargor, even if it has not been duly executed by the Security Agent or has been executed by the Security Agent but not as a deed.

THIS DEED WITNESSES that:

**SECTION 1
INTERPRETATION**

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Intercreditor Agreement

Terms defined in the Intercreditor Agreement but not in this Composite Guarantee and Debenture shall have the same meanings in this Composite Guarantee and Debenture as in the Intercreditor Agreement.

1.2 Definitions

In addition, in this Composite Guarantee and Debenture:

"Account" means each current, deposit or savings account used by any Chargor to operate its business and details of which are set out in Schedule 2, Part 3 (*Assigned Accounts, Blocked Accounts and Accounts*) and any other such account opened and maintained by any Chargor after the date of this Composite Guarantee and Debenture which has been designated as a "Account" from time to time by the Security Agent.

"Administrator" means any administrator appointed under this Composite Guarantee and Debenture to manage the affairs, business and assets of any Chargor.

"Assigned Account" means any bank account specified in Schedule 2, Part 1 (*Assigned Accounts, Blocked Accounts and Accounts*) and any other account opened and maintained by any Chargor after the date of this Composite Guarantee and Debenture which has been designated as an "Assigned Account" from time to time by the Security Agent, and any Mandatory Prepayment Account or Holding Account.

"Assigned Documents" means any document designated as an "Assigned Document" by the Security Agent for the purposes of this Composite Guarantee and Debenture, including, without limitation, any Assigned Document specified in Schedule 5 (*Assigned Documents, Intellectual Property and Insurance*).

"Associated Rights" has the meaning given to "Related Rights" in the Factoring Facility Agreement.

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

"Blocked Account" means any bank account specified in Schedule 2, Part 2 (*Assigned Accounts, Blocked Accounts and Accounts*) and any other account opened and maintained by any Chargor after the date of this Composite Guarantee and Debenture which has been designated as a "Blocked Account" from time to time by the Security Agent.

"Business Technical Information" means drawings, manufacturing data, material and process specifications, quality assurance records, test procedures and results, research and development reports, computer programs and algorithms, user, operating and maintenance manuals and other technical information in tangible form used by a Chargor for the purposes of designing, developing, manufacturing, repairing and maintaining and/or marketing and selling its products or any Equipment used in connection therewith.

"Company" means each company whose shares are being charged as listed in Schedule 4 (*Specified Investments*).

"Customer" has the meaning given to it in the Factoring Facility Agreement.

"Default Rate" means the rate 2% above the base rate for the time being of Barclays Bank PLC.

"Enforcement Event" means:

- (a) the occurrence of an Event of Default;
- (b) the Security Agent or any Secured Party receiving a notice of intention to appoint an Administrator in respect of any Chargor pursuant to the Insolvency Act 1986; and
- (c) an application being made pursuant to the Insolvency Act 1986 for an administration order to be made in respect of any Chargor or the taking of any steps in relation to the appointment of an Administrator of any Chargor.

"Equipment" means in relation to any Chargor, all of its present and future machinery, equipment, furniture, furnishings, fixtures and other tangible personal property of any kind (except Inventory), as well as all of such types of property leased by it (other than Property) and all of its rights and interest with respect thereto under such leases together with all present and future additions and accessions thereto and replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals,

drawings, instructions, warranties and rights with respect thereto, wherever any of the foregoing is located.

"Export Factored Receivable" means any Factored Receivable payable by a Customer domiciled in a jurisdiction outside of the United Kingdom.

"Facility Agreements" means:

- (a) the Factoring Facility Agreement;
- (b) each Clearing Facility Agreement; and
- (c) the Senior Facility Agreement.

"Factored Receivables" means all receivables purchased or purported to be purchased by the Receivables Trustee pursuant to the Factoring Facility Agreement.

"Factoring Facility Counterparty" has the meaning given to it in the Intercreditor Agreement.

"Factoring Facility Providers" has the meaning given to it in the Intercreditor Agreement.

"Finance Parties" mean each of the Secured Parties other than any Receiver or Delegate.

"IA" means the Insolvency Act 1986.

"Insolvency" of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

"Instrument" means any document (which term includes any form of writing) under which any obligation is evidenced or undertaken or any Security Interest (or right in any Security Interest) is granted or perfected or purported to be granted or perfected.

"Insurance" means:

- (a) any policy or contract of insurance (including life insurance or assurance) and including, for the avoidance of doubt, any renewal of or replacement for any policy or contract of insurance and any insurances taken out in the future by a Chargor or on its behalf and in relation to a Chargor **"its Insurances"** means all Insurances in which it has any rights (including as loss payee or additional insured), including, without limitation, the policies of insurance (if any) specified in Schedule 5 (*Assigned Documents, Intellectual Property and Insurance*); and
- (b) all Related Rights.

"Insurance Proceeds" means any monies which may from time to time be payable to or received by any Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance and the proceeds of all claims made by any Chargor under any Insurance.

"Intercreditor Agreement" means the intercreditor agreement dated 17 December 2015, as amended, restated and acceded to from time to time including by each Chargor as a Debtor and Intra Group Lender (each as defined therein) on or about the date of this Composite Guarantee and Debenture, and entered into by (1) Elavon Financial Services DAC (formerly Elavon Financial Services Limited), U.K. Branch as Senior Agent; (2) the financial institutions named therein as Senior Lenders; (3) Barclays Bank PLC as the Receivables Trustee, Receivables Agent and Receivables Arranger; (4) the financial institutions named therein as the Factoring Facility Providers; (5) Barclays Bank PLC as the Clearing Facility Lender; (6) the entities named therein as hedge counterparties; (7) GGM Holdings Limited as the Parent; (8) GGM Human Resources Limited as the Company; (9) the companies named therein as Intra-Group Lenders; (10) the companies named therein as Original Debtors; and (11) Barclays Bank PLC as security trustee for the Secured Parties.

"Intellectual Property" means all intellectual property, including patents, utility models, registered trade marks and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world and in relation to a Chargor, **"its Intellectual Property"** means all Intellectual Property in which it has any rights, including the intellectual property rights (if any) specified in Schedule 5 (*Assigned Documents, Intellectual Property and Insurance*).

"Inventory" means in relation to any Chargor, all of its present and future inventory, goods and merchandise, wherever located, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Investment" means any share, stock, debenture, bond, unit or other security or investment (in each case together with any associated dividends, interests and other assets and whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise) and in relation to a Chargor, **"its Investments"** means all Investments (including those listed in Schedule 4 (*Specified Investments*)) in which it has any rights and all its rights against any nominee or other trustee, fiduciary, custodian or clearing system with respect to any Investments.

"Lease" means any lease, tenancy, licence, sub-lease, sub-licence or other occupational right.

"Losses" means losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, expenses and other liabilities of any kind.

"LPA" means the Law of Property Act 1925.

"Non-Vesting Domestic Receivables" means any Factored Receivables (other than any Export Factored Receivables) purportedly assigned by a Factoring Facility Counterparty, or held in trust for, the Receivables Trustee under the Factoring Facility Agreement but which are not for any reason validly assigned to, or held in trust for, the Receivables Trustee from time to time.

"Non-Vesting Export Receivables" means any Export Factored Receivables purportedly assigned by a Factoring Facility Counterparty, or held in trust for, the Receivables Trustee under the Factoring Facility Agreement but which are not for any reason validly assigned to, or held in trust for, the Receivables Trustee from time to time.

"Non-Vesting Receivables" means Non-Vesting Domestic Receivables and Non-Vesting Export Receivables.

"Notice and Acknowledgement" means individually and collectively, each Notice of Assignment and Notice of Charge, together with their respective acknowledgements.

"Notice of Assignment" means a notice of assignment substantially in the form set out in Schedule 6 (*Notice of [Assignment][Charge] of Receivables*), Schedule 7 (*Notice of Assignment of Assigned Document*), Schedule 8 (*Notice of Assignment of Insurance*) or Schedule 11 (*Notice of Assignment of Assigned Account*), as appropriate, or in such other form as may be specified by the Security Agent.

"Notice of Charge" means a notice of charge substantially in the form set out in Schedule 9 (*Notice of Charge of Account*) or Schedule 10 (*Notice of Charge of Blocked Account*), as appropriate, or in such other form as may be specified by the Security Agent.

"Notice of Charge of Account" means a notice of charge substantially in the form set out in Schedule 9 (*Notice of Charge of Account*) or in such other form as may be specified by the Security Agent.

"Notice of Charge of Blocked Account" means a notice of charge substantially in the form set out in Schedule 10 (*Notice of Charge of Blocked Account*) or in such other form as may be specified by the Security Agent.

"Party" means a party to this Composite Guarantee and Debenture.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, together with all other statutes from time to time governing or controlling the use or development of land.

"Properties" means, in relation to any Chargor, any freehold, leasehold, commonhold or immovable property (including the freehold and leasehold property specified in Schedule 3 (*Properties*) and any new freehold, leasehold, commonhold or immovable property situated in England and Wales or anywhere globally (in each case including any estate or interest therein, all rights from time to time attached or relating thereto, all fixtures from time to time thereon and the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable to the relevant Chargor in respect of these covenants) and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property.

"Receivables" means any book or other debt, revenue or claim (and the proceeds of any debt, revenue or claim) and the benefit of any Security Interest, guarantee or other right of any nature in relation to any of them and in relation to a Chargor, and "its Receivables" means all Receivables in which it has any rights, provided that (a) prior to the operation of clause 12.5 (*Turnover of Factored Receivables by the Receivables Trustee and/or Receivables Agent*) of the Intercreditor Agreement, all Factored Receivables, Non-Vesting Receivables and any of the Chargor's rights (including any Associated Rights) in respect of any Factored Receivables and Non-Vesting Receivables shall not constitute "Receivables" (other than in respect of any Factored Receivable or Non-Vesting Receivables reassigned by the Receivables Trustee to a Factoring Facility Counterparty) and (b) on and following the operation of clause 12.5 (*Turnover of Factored Receivables by the Receivables Trustee and/or Receivables Agent*) of the Intercreditor Agreement, all Factored Receivables, Non-Vesting Receivables and any of the Chargor's rights (including any Associated Rights) in respect of any Factored Receivables and Non-Vesting Receivables (in addition to any other book or other debt, revenue, claim or the proceeds thereof in relation to a Chargor) shall constitute "Receivables".

"Receivables Debtor" means any person who is a counterparty in relation to a Receivable.

"Receiver" means any receiver, receiver and manager or administrative receiver appointed under this Composite Guarantee and Debenture by the Security Agent over all or any of the Secured Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

"Related Rights" means, in relation to any asset (other than any Factored Receivables and Non-Vesting Receivables):

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends or other distributions paid or payable in respect of that asset; and

- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

"Registered Intellectual Property" means, in relation to a Chargor, any patents, petty patents, registered trade marks and service marks, registered designs, domain names, utility models and registered copyrights including any specified in Schedule 5 (*Assigned Documents, Intellectual Property and Insurance*) opposite its name in any part of the world, and including application for any of the same.

"Secured Assets" means the Properties, the Assigned Documents, each Chargor's Investments and the other assets and rights from time to time the subject of this Security, "Secured Asset" means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them.

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Parties" has the meaning given to it in the Intercreditor Agreement.

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

"VAT" means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

"Warrants" means all warrants or other documents of title relating to Inventory held in depositaries, warehouses or other storage locations wheresoever located.

1.3 Construction

- (a) In this Composite Guarantee and Debenture, any reference to:
 - (i) **"assets"** includes present and future properties, revenues, rights and other assets of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);
 - (ii) the **"Chargors"** includes a reference to any one or more of them as well as a reference to all of them;

- (iii) this **Composite Guarantee and Debenture** includes the Recitals and Schedules which form part of this Composite Guarantee and Debenture for all purposes;
- (iv) a "**disposal**" includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (v) any **Debt Document**, other **Instrument** or other **document** is to that Debt Document, other Instrument or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
- (vi) the masculine, feminine or neuter **gender** respectively includes the other genders and the **singular** includes the plural (and vice versa);
- (vii) a "**guarantee**" means:
 - (A) any guarantee, letter of credit, bond, indemnity, third party security or other legally binding assurance against loss; or
 - (B) any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person, to make an investment in or loan to any person or to purchase assets from any person where, in each case, that obligation is assumed in order to maintain or assist the ability of that person to meet its indebtedness;
- (viii) "**including**" means "including without limitation" (with related words being construed accordingly), "**in particular**" means "in particular but without limitation" and other **general words** shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (ix) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (x) a "**person**" includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them and any reference to a **Party** or other **particular person** includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests;
- (xi) a **provision of law** is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;

- (xii) a **"Recital"** is to a statement made under the heading "Background" above, any reference to a **"Clause"** or to a **"Schedule"** is to a clause of or a schedule to this Composite Guarantee and Debenture (as the case may be);
 - (xiii) **"regulation"** includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (xiv) a **"right"** includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);
 - (xv) **"tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and
 - (xvi) **"this Security"** means the Security Interests constituted by or pursuant to this Composite Guarantee and Debenture.
- (b) The index and Clause and Schedule headings are for ease of reference only.
 - (c) If there is any inconsistency between the terms of this Composite Guarantee and Debenture and those of any Facility Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.
 - (d) An Event of Default is **"continuing"** if it has not been remedied or waived.

1.4 **Third party rights**

- (a) 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 Composite Guarantee and Debenture.
- (b) No consent of any person who is not a Party is required to rescind or vary this Composite Guarantee and Debenture at any time.

1.5 **Joint and several**

Each representation, warranty, covenant and other obligation given or entered into by the Chargors in or pursuant to this Composite Guarantee and Debenture is given or entered into by them jointly and severally. Each Chargor shall be bound by this Composite Guarantee and Debenture even if any person who was intended to execute it or be bound by it as a Chargor has not duly executed, or become bound by, it.

1.6 Facility Agreements

The Parties acknowledge that each Chargor is fully aware of the terms and conditions of each Clearing Facility Agreement, the Factoring Facility Agreement, and the Senior Facility Agreement.

1.7 Disposition of Property

The terms of the other Debt Documents and of any side letters between any Parties in relation to any Debt Document (as the case may be) are incorporated in this Composite Guarantee and Debenture to the extent required to ensure that any purported disposition of any Property contained in this Composite Guarantee and Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 Trust

- (a) All Security and dispositions made or created, and all obligations and undertakings contained, in this Composite Guarantee and Debenture, in favour of or for the benefit of the Security Agent are given in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms set out in the Intercreditor Agreement.
- (b) The Security Agent holds the benefit of this Composite Guarantee and Debenture on trust for the Secured Parties.

1.9 The Security Agent

The exercise of any rights and/or discretion of the Security Agent hereunder will as between the Security Agent and the Chargors be subject to the same protections and indemnities (*mutatis mutandis*) as are conferred on the Security Agent in the Debt Documents (including, without limitation, those protections and immunities contained in clause 24.1 (*Indemnity to the Security Agent*) of the Intercreditor Agreement).

1.10 Incomplete Details

The absence of or incomplete details of any Secured Assets in any Schedule shall not affect the validity or enforceability of any Security under this Composite Guarantee and Debenture.

SECTION 2
COVENANT TO PAY; GRANTING AND PERFECTION OF SECURITY

2. GUARANTEE AND INDEMNITY

2.1 Guarantee and Indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Security Agent punctual performance by each Debtor of all that Debtor's obligations to the Secured Parties under the Debt Documents;
- (b) undertakes with the Security Agent that whenever another Debtor does not pay any amount when due to a Secured Party under or in connection with any Debt Document, the Chargor shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) agrees with the Security Agent that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Agent immediately on demand against any costs, loss or liability it incurs as a result of a Debtor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it to a Secured Party under any Debt Document on the date when it would have been due. The amount payable by the Chargor under this indemnity will not exceed the amount it would have had to pay under this Composite Guarantee and Debenture if the amount claimed had been recoverable on the basis of a guarantee; *provided, however, that* the obligations under the Debt Documents guaranteed by each Chargor pursuant to this Clause 2.1 shall not include Excluded Swap Obligations.

2.2 Extension of Guarantee

The guarantee set out in this Clause 2 is given subject to and with the benefit of the provisions set out in Schedule 12 (*Guarantee*).

3. PAYMENT OF THE SECURED OBLIGATIONS

3.1 Covenant to pay

Each Chargor covenants, as primary obligor and not only as surety, with the Security Agent that they shall on demand pay and discharge, or procure the payment or discharge of, each of the Secured Obligations at the time and in the manner provided in the relevant Instrument for their payment or discharge by the relevant Debtor.

3.2 Interest

If the Chargors fail to pay or procure the payment of any amount payable by them under Clause 3.1 on its due date, interest shall accrue on a daily basis on the overdue amount from the due date up to the date it is unconditionally and irrevocably paid and discharged in full (both before and after judgment and payable on demand), at the rate and on the terms from time to time applicable under the relevant Instrument (or, in the

absence of an applicable rate and applicable terms, to be calculated and paid at the Default Rate and shall be payable on demand).

3.3 Further advances

This Composite Guarantee and Debenture is made to secure any further advances or other facilities made available by any of the Finance Parties under the Debt Documents; but it does not create any obligation on any of the Finance Parties to make any further advances or other facilities available.

4. SECURITY

4.1 Fixed charges

As continuing security for the payment and discharge of the Secured Obligations, each Chargor with full title guarantee charges to the Security Agent by way of first fixed charge (which so far as it relates to Property in England and Wales vested in any Chargor as at the date of this Composite Guarantee and Debenture will be a charge by way of first legal mortgage):

- (a) **Property:** all of its rights as at the date of this Composite Guarantee and Debenture in the Properties and all of its other rights in any land in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Properties and any proceeds of disposal of any of the Properties;
- (b) **Property:** to the extent not subject to a mortgage under paragraph 4.1(a) above, by way of first fixed charge all other Property now belonging to it and all Property acquired by it in the future;
- (c) **Equipment:** all of its rights in any plant, machinery, vehicles, Equipment and other chattels (but excluding its stock in trade or work in progress);
- (d) **Goodwill:** any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital;
- (e) **Non-Vesting Domestic Receivables:** all of the Non-Vesting Domestic Receivables and their proceeds now or in the future owing to a Chargor;
- (f) **Associated Rights (Domestic):** all of its rights, including all Associated Rights, in respect of any Non-Vesting Domestic Receivables;
- (g) **Non-Vesting Export Receivables:** all of the Non-Vesting Export Receivables and their proceeds now or in the future owing to a Chargor;
- (h) **Associated Rights (Export):** all of its rights, including all Associated Rights, in respect of any Non-Vesting Export Receivables;
- (i) **Receivables:** all of its rights in respect of the Receivables and their Related Rights (but only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4.2 (*Assignments*) or such rights have

been assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment);

- (j) **Blocked Account:** all of its rights in any credit balances on any Blocked Account and the indebtedness represented by it;
- (k) **Account:** all of its rights in any credit balance on any Account and the indebtedness represented by it;
- (l) **Shares and Investments:** all of its rights in its Investments;
- (m) **Intellectual property rights:** all of its rights in all Registered Intellectual Property owned by it or acquired by it in the future and, to the extent not effectively assigned under Clause 4.2 (*Assignments*), all other Intellectual Property owned by it in the future, and all Related Rights;
- (n) **Licences:** all of its rights in all licences, consents and other Authorisations held in connection with its business or the use of any Secured Assets and all of its rights in connection with them;
- (o) **Pension fund:** all of its rights in any beneficial interest, claim or entitlement it has to any assets of any pension fund (to the extent permitted by law);
- (p) **Authorisations:** all of its rights in the benefit of any Authorisation (statutory or otherwise) held in connection with its business or the use of any Secured Asset and the right to recover and receive all compensation which may be payable to it in connection therewith;
- (q) **Business Technical Information:** all of its rights in all Business Technical Information in the possession of and owned by it;
- (r) **Permissions:** all of its rights in all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Property and the right to recover and receive all compensation which may be payable to it in connection therewith;
- (s) **Other documents:** all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Secured Assets, other than those assigned pursuant to Clause 4.2 (*Assignments*);
- (t) **Property related contracts:** (to the extent not assigned pursuant to Clause 4.2 (*Assignments*)) to the extent vested in it, all of its rights in all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Property, including all rights and remedies available to it against such persons; and
- (u) **Charging:** to the extent that any of the Secured Assets are not effectively assigned under Clause 4.2 (*Assignments*), or such rights have been effectively assigned but such assignment has not been perfected by the service of the

appropriate notice, by way of first fixed charge, all of its rights in those Secured Assets.

4.2 Assignments

As continuing security for the payment and discharge of the Secured Obligations, each Chargor with full title guarantee assigns absolutely (subject to a proviso for reassignment on redemption) to the Security Agent:

- (a) **Receivables:** all of its rights in the Receivables;
- (b) **Assigned Accounts:** the credit balance now or in the future accrued or accruing on any Assigned Account and the indebtedness represented by it;
- (c) **Insurance:** all of its rights in its Insurances, including those relating to the Properties, and in any Insurance Proceeds;
- (d) **Assigned Documents:** all of its rights under the Assigned Documents;
- (e) **Property related documents:** all of its rights in all agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Security Agent (as agent and trustee for and on behalf of itself and the other Secured Parties) to perfect its rights under this Composite Guarantee and Debenture or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warrant, representation or other document) entered into by or given to a Chargor in respect of the Property, including all:
 - (i) claims, remedies, awards or judgments paid or payable to a Chargor (including, without limitation, all liquidated and ascertained damages payable to a Chargor under the above); and
 - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer,

in each case, relating to all or any part of the Property;

- (f) **Letter of credit:** all of its rights in any letter of credit issued in its favour;
- (g) **Bill of exchange:** all of its rights in any bill of exchange or other negotiable instrument held by it; and
- (h) **Intellectual Property:** all of its rights in any Intellectual Property (except any Registered Intellectual Property) owned by it.

For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Documents to the same extent as if this Security had not been created and neither the Security Agent nor any other

Secured Party nor any Receiver will be under any obligation or liability to any Chargor or to any other person under or in respect of any Assigned Document.

4.3 Licence Back to Assigned Intellectual Property

The Security Agent hereby grants to each relevant Chargor an exclusive, royalty free licence to use and to have used on its behalf and, subject to Clause 15.4 (*Maintenance*), to sub license all Intellectual Property assigned by it under this Clause 4 at any time prior to the Security created by this Composite Guarantee and Debenture becoming enforceable. The grant of licence under this Composite Guarantee and Debenture includes the grant to such Chargor of the sole right to take action against, and compromise or make settlements with, any third parties infringing the Intellectual Property in satisfaction of such Chargor's obligations under Clause 15.5 (*Infringement*).

4.4 Floating charge

As continuing security for the payment and discharge of the Secured Obligations, each Chargor with full title guarantee charges to the Security Agent by way of first floating charge the whole of its undertaking and other assets both present and future including Inventory (other than assets validly and effectively charged or assigned (whether at law or in equity) from time to time pursuant to Clauses 4.1 (*Fixed charges*) or 4.2 (*Assignments*)).

4.5 Qualifying floating charge

- (a) The floating charge created by any Chargor pursuant to Clause 4.4 (*Floating charge*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this Composite Guarantee and Debenture and the Security Agent may, in accordance with the Intercreditor Agreement, at any time after an Enforcement Event which is continuing appoint an administrator of a Chargor pursuant to that paragraph.

5. CRYSTALLISATION OF FLOATING CHARGE

5.1 Crystallisation by notice

The Security Agent may at any time by notice in writing to a Chargor convert the floating charge created by that Chargor in Clause 4.4 (*Floating charge*) into a fixed charge with immediate effect as regards any Secured Asset specified in the notice if:

- (a) an Enforcement Event has occurred and is continuing;
- (b) the Security Agent considers that any Secured Asset may be in danger of being seized or sold pursuant to any form of distress, attachment, extension or other legal process or otherwise in jeopardy; or

- (c) the Security Agent considers that it is desirable to protect the priority, value or enforceability of this Security or any Security intended to be created by this Composite Guarantee and Debenture.

5.2 No Waiver

Any notice given by, or on behalf of the Security Agent under Clause 5.1 (*Crystallisation by notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Composite Guarantee and Debenture or any other Debt Document.

5.3 Automatic crystallisation

- (a) The floating charge created by a Chargor in Clause 4.4 (*Floating charge*) shall automatically (without notice to that Chargor) be converted into a fixed charge with immediate effect as regards all assets subject to the floating charge if:
 - (i) that Chargor creates a Security Interest (other than as permitted under the Senior Facility Agreement and the Factoring Facility Agreement) over any Secured Asset or attempts to do so or any Secured Asset is disposed of contrary to Clause 8.2 (*No disposals*) or is otherwise in jeopardy;
 - (ii) a meeting of the members of that Chargor is convened to consider a resolution to wind up that Chargor;
 - (iii) any person levies or attempts to levy any distress, execution, sequestration or other process against any Secured Asset; or
 - (iv) the Security Agent receives notice of a proposal or intention to wind up, or appoint an administrator of, that Chargor or if that Chargor is wound up or has an administrator appointed.
- (b) The floating charge created under this Composite Guarantee and Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of Schedule A1 of the Insolvency Act 1986.
- (c) Nothing in this Clause 5 shall affect the crystallisation of the floating charge created by any Chargor under applicable law and regulation.

6. PERFECTION OF SECURITY AND FURTHER ASSURANCE

6.1 Notice of Assignment

Each Chargor shall:

- (a) in respect of Clause 6.1(a)(i) and 6.1(a)(iii), on the date of this Composite Guarantee and Debenture, and in respect of Clause 6.1(a)(ii) within 20 Business Days of the date of this Composite Guarantee and Debenture, deliver (with a copy to the Security Agent) a Notice of Assignment, duly completed, to:
 - (i) any other party to an Assigned Document specified by the Security Agent;
 - (ii) any insurer liable on any Insurance of any Chargor specified by the Security Agent; and
 - (iii) any bank specified by the Security Agent, being a bank with which any of the Assigned Accounts are opened or maintained (or if opened after the date of this Composite Guarantee and Debenture, immediately upon the creation of a new Assigned Account);
- (b) use all reasonable endeavours to procure that each addressee of a Notice of Assignment acknowledges that Notice of Assignment in the form attached to that Notice of Assignment (or in such other form as the Security Agent may approve) within 20 Business Days of service of that Notice of Assignment; and
- (c) promptly upon a request from the Security Agent, take such other steps as are necessary or desirable to perfect the assignment of its Assigned Documents in any applicable jurisdiction (including, without limitation, the jurisdiction of the law governing the Assigned Document).

6.2 Notice of Charge

- (a) Each Chargor shall:
 - (i) immediately on the date of this Composite Guarantee and Debenture or, if created after the date of this Composite Guarantee and Debenture, immediately upon the creation of a new Blocked Account or Account deliver (with a copy to the Security Agent) a Notice of Charge of Blocked Account or a Notice of Charge of Account as applicable, duly completed, to any bank specified by the Security Agent, being a bank with which any of the Blocked Accounts or Accounts or its other bank accounts are opened or maintained; and
 - (ii) use all reasonable endeavours to procure that each addressee of a Notice of Charge of Account acknowledges that Notice of Charge of Account in the form attached to that Notice of Charge of Account (or in such other form as the Security Agent may approve) within 20 Business Days of service of that Notice of Assignment.
- (b) Following the occurrence of an Enforcement Event which is continuing, promptly upon a request from the Security Agent, each Chargor shall deliver (with a copy to the Security Agent) a duly completed notice of charge (in form and substance satisfactory to the Security Agent), to any depositary owner,

warehouse owner or other person who owns or controls a location at which any of any Chargor's Inventory is stored or located.

6.3 Notice to Receivables Debtors and Customers

- (a) Subject to paragraph (b) below, each Chargor shall:
 - (i) deliver (with a copy to the Security Agent) a duly completed notice of charge or notice of assignment, as applicable, (substantially in the form of Schedule 6 (*Notice of [Assignment][Charge] of Receivables*) or otherwise in form and substance satisfactory to the Security Agent), to each relevant Receivables Debtor of a Receivable and each relevant Customer of a Non-Vesting Receivable; and
 - (ii) take such other steps as are necessary or desirable to perfect the charge or assignment (as applicable) of any of its Receivables and Non-Vesting Receivables in each applicable jurisdiction (including, without limitation, the jurisdiction of the law governing the contract generating any Receivables or Non-Vesting Receivables and/or the jurisdiction of the relevant Receivables Debtor or Customer (as applicable)).
- (b) The notice referred to in paragraph (a)(i) above shall be delivered:
 - (i) in relation to a Receivable or Non-Vesting Receivable where the Receivables Debtor of that Receivable or Customer of that Non-Vesting Receivable is a member of the Group, on the date of this Composite Guarantee and Debenture (and an acknowledgement of such notice shall be provided by the relevant counterparty on that day); and
 - (ii) in relation to any other Receivable or Non-Vesting Receivable, promptly on request from the Security Agent following the occurrence of an Enforcement Event which is continuing.

6.4 Further assurance

Each Chargor shall at the request of the Security Agent and at its own expense promptly execute (in such form as the Security Agent may reasonably require) any Instruments or other documents (including assignments, transfers, mortgages, charges, notices and instructions) and otherwise do any acts and things which the Security Agent or a Receiver may require:

- (a) to improve, preserve, create, perfect or protect the Security created (or intended to be created) by this Composite Guarantee and Debenture (including without limitation, the re-execution of this Composite Guarantee and Debenture, the execution of any mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created or intended to be created by this Composite Guarantee and Debenture) or the priority of it or to facilitate the realisation or enforcement of it or to exercise any of the rights of the Security Agent, any other Finance Party or any Receiver in relation to the same;

- (b) to confer on the Security Agent or the Secured Parties and/or perfect, 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 Composite Guarantee and Debenture;
- (c) without limitation to paragraph (b) above, to record the security created or intended to be created over the Registered Intellectual Property under this Composite Guarantee and Debenture on the relevant registries held by national or international patent or other intellectual property offices in such jurisdictions as the Security Agent shall from time to time notify to a Chargor.

6.5 Non-Assignable or Chargeable Rights

- (a) Each Chargor undertakes that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 4.1 (*Fixed Charges*) or Clause 4.2 (*Assignments*) cannot be or is not effectively charged pursuant to Clause 4.1 (*Fixed Charges*) or assigned pursuant to Clause 4.2 (*Assignments*) for whatever reason, it shall:
 - (i) promptly notify the Security Agent of the same and the reasons therefor;
 - (ii) hold the benefit of the same on trust for the Security Agent as security for the payment, discharge and performance, when due, of the Secured Obligations;
 - (iii) apply for the relevant consent or waiver of prohibition or condition within 15 Business Days of the date of this Composite Guarantee and Debenture, and to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (iv) keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - (v) immediately on receipt of such consent or waiver, provide the Security Agent with a copy.
- (b) Immediately on receipt of the relevant consent or waiver referred to in paragraph (a) above, the relevant asset shall stand charged to the Security Agent under Clause 4.1 (*Fixed charges*) or assigned to the Security Agent under Clause 4.2 (*Assignments*). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge and/or assignment in such form as the Security Agent requires.

SECTION 3
ASSET REPRESENTATIONS, COVENANTS AND WARRANTIES

7. REPRESENTATIONS

7.1 Representations

Each Chargor represents and warrants to the Security Agent and to each Secured Party that:

- (a) it is the sole legal and beneficial owner of the assets over which it purports to grant security free and clear of all Security Interests other than as permitted by the Senior Facility Agreement and the Factoring Facility Agreement;
- (b) this Composite Guarantee and Debenture is its legal, valid and binding obligation and is enforceable against it in accordance with its terms;
- (c) it has good and valid rights in, or the power to transfer, the Secured Assets with respect to which it has purported to grant a Security Interest under this Composite Guarantee and Debenture and has full power and authority to grant to the Security Agent this Security;
- (d) under the law of its jurisdiction of incorporation, it is not necessary that this Composite Guarantee and Debenture be filed, recorded or enrolled with any court or other authority except for the filing of particulars at Companies House in England and Wales under Section 859A of the Companies Act 2006, the registration of particulars of this Composite Guarantee and Debenture at HM Land Registry in respect of any Property and the Trade Marks Registry at the Patent Office in England and Wales in respect of any registered Intellectual Property;
- (e) this Composite Guarantee and Debenture creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- (f) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
- (g) all payments due to it by any other party to any of its Assigned Documents are not subject to any right of set-off or similar right;
- (h) each of its Assigned Documents and rights under its Assigned Documents are legally binding, valid, and enforceable obligations against the relevant third party;
- (i) it is not in default of any of its obligations under any of its Assigned Documents;
- (j) there is no prohibition on assignment in any of its Assigned Documents; and
- (k) its entry into and performance of this Composite Guarantee and Debenture will not conflict with any term of any of its Assigned Documents.

7.2 Times for Making Representations and Warranties

- (a) The representations and warranties set out in this Composite Guarantee and Debenture are made by each Chargor on the date of this Composite Guarantee and Debenture.
- (b) Each representation and warranty under this Composite Guarantee and Debenture is deemed to be repeated by each Chargor on each date during the period beginning on the date of this Composite Guarantee and Debenture and ending on the Final Discharge Date.
- (c) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

8. NEGATIVE PLEDGE AND DISPOSALS

8.1 Negative pledge

Each Chargor undertakes that it will not, at any time prior to the Final Discharge Date, create or purport to create or permit to subsist any Security Interest over any Secured Asset other than as permitted under the Senior Facility Agreement.

8.2 No disposals

Each Chargor undertakes that it will not, at any time prior to the Final Discharge Date, dispose of (or agree to dispose of) any Secured Asset except as permitted under the Senior Facility Agreement.

8.3 Maintenance of insurance

Each Chargor shall, at all times until the Final Discharge Date:

- (a) subject to the rights of the Security Agent under Clause 18.1 (*Enforcement*), diligently pursue its rights under each of its Insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Intercreditor Agreement;
- (b) comply with the conditions and other terms of its Insurances and not do or permit to be done anything which may make its Insurances void, voidable or unenforceable;
- (c) duly and promptly pay or procure payment of all premiums and other monies necessary to effect and maintain its Insurances and produce to the Security Agent a copy or sufficient extract of each policy together with evidence of the payment of those monies; and
- (d) if required by the Security Agent, subject to the provisions of any lease of the Secured Assets, deliver to the Security Agent all policies of insurance relating to the Secured Assets or produce those policies to the Security Agent and/or its representatives or agents for inspection and do all other things necessary to keep all of the Insurances in force and on demand of the Security Agent,

produce the policy, certificate or cover note relating to each Insurance and related premium receipt,

and nothing in this Clause 8.3 shall in any way limit the obligations in respect of insurance of each Chargor under the Senior Facility Agreement and the Factoring Facility Agreement.

8.4 Default in relation to insurance

If any Chargor defaults in effecting or maintaining the Insurances, or fails to produce on demand by the Security Agent, copies of any policy, certificate, cover note or premium receipt, the Security Agent may, but shall not be required to, take out, renew or maintain the relevant insurance on the terms, in the name(s) and in the amount(s) which it considers appropriate or desirable.

8.5 Covenants for title

The obligations of each Chargor under this Composite Guarantee and Debenture shall be in addition to the covenants for title deemed to be included in this Composite Guarantee and Debenture by virtue of Part 1 Law of Property (Miscellaneous Provisions) Act 1994.

9. PROPERTIES

9.1 Delivery of Property title documents

- (a) Each Chargor shall from time to time deliver (or procure that there are delivered) to the Security Agent (or a nominee specified by the Security Agent acting on its behalf) all title documents (including all local land charges, Land Registry search certificates and planning and other statutory consents) relating to all registered or registerable Properties or, if so instructed by the Security Agent, hold such title documents on trust for the Security Agent. The Security Agent shall be entitled to hold or retain (or have its nominee hold or retain) them.
- (b) On completion of the registration of this Composite Guarantee and Debenture against any Land Registry title comprised in the Properties, the Chargors shall supply the Security Agent with a certified copy of the title information document for that title.

9.2 Development

No Chargor shall except with the prior written consent of the Security Agent prior to the Final Discharge Date in respect of its Property (or any part of it):

- (a) make or permit others to make any application for planning permission in respect of any part of the Property; or
- (b) carry out or permit to be carried out on any part of the Property any development for which the permission of the local planning authority is required,

except as part of carrying on its principal business where it would not or would not be reasonably likely to have a material adverse effect on the value, the ability to sell or let, or the use of the Property or the carrying on of the principal business of that Chargor.

9.3 Leases comprised in the Secured Assets

No Chargor shall without the prior written consent of the Security Agent:

- (a) surrender or determine or agree to the determination, surrender or termination of any registered or registerable Lease forming part of the Secured Assets; or
- (b) agree to any amendment of, or to any waiver of rights under, any registered or registerable Lease forming part of the Secured Assets.

9.4 Powers of leasing of the Chargors

No grant, agreement to grant or acceptance of a surrender of a registered or registerable Lease by a Chargor prior to the Final Discharge Date shall have effect or force (by virtue of ss99 and 100 Law of Property Act 1925 or otherwise) without the consent of the Security Agent.

9.5 Local authority proposals

- (a) The Chargors shall:
 - (i) give to the Security Agent a copy of any notice or order (or any proposal for a notice or order) given, issued or made by any local or other authority relating to any of the Secured Assets where such notice is reasonably likely to have a material adverse effect on the value, the ability to sell or let, or the use of any of the Property; and
 - (ii) take all necessary steps to comply with that notice, order or proposal.
- (b) Any compensation received as a result of a notice, order or proposal referred to in Clause 9.5(a), pursuant to s25 Law of Property Act 1969 and/or the Landlord and Tenant Act 1954 or otherwise, shall be held on trust for the benefit of the Security Agent (and each Chargor hereby declares itself as a trustee accordingly) and (without prejudice to any rights, debts, claims and/or obligations having priority to the obligations imposed by this Composite Guarantee and Debenture) shall apply the same in accordance with the terms of or as contemplated by the Intercreditor Agreement.

9.6 Subsequent incumbrancer

For the purposes of ss99 and 100 LPA, "mortgagor" shall include any incumbrancer (as defined in the LPA) deriving title from a Chargor and s99(18) and s100(12) LPA shall not apply.

9.7 Power to remedy

If a Chargor fails to perform any covenant or stipulation or any term of this Composite Guarantee and Debenture affecting its Property, that Chargor must allow the Security Agent or its agents and contractors:

- (a) to enter any part of its Property;
- (b) to comply with or object to any notice served on that Chargor in respect of its Property; and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice.

That Chargor shall immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 9.7.

9.8 Existing Property

In the case of a Chargor's existing Property which is registered or registerable in England and Wales, a Chargor shall:

- (a) where required to do so pursuant to the Land Registration Act 2002 and to the extent not already done, promptly apply to HM Land Registry for first registration of that Property and registration of that Chargor as owner of that Property;
- (b) promptly apply to HM Land Registry to register the legal mortgage created by Clause 4.1(a) (*Fixed charges*) and all other charges;
- (c) promptly submit to HM Land Registry the duly completed Form RX1 requesting the restriction and notice set out in Clause 9.11 (*Registration at Land Registry*) and Form CH2 in respect of the obligation to make further advances;
- (d) promptly pay all appropriate registration fees; and
- (e) pending such applications (unless the Security Agent otherwise directs) register this Composite Guarantee and Debenture in respect of such Property at the Land Charges Registry pursuant to the Land Charges Act 1972,

or, if the Security Agent notifies a Chargor that the Security Agent will submit the relevant forms to HM Land Registry, such Chargor shall promptly provide the Security Agent with all duly completed forms requested by the Security Agent together with all registration fees required, and the Chargor consents in each such case to any application being made by the Security Agent.

In the case of any Property which is leasehold in relation to which the consent of the landlord is required in order for the Chargor to perform any of the foregoing

obligations, the Chargor shall use all reasonable endeavours to obtain such consent promptly and shall notify the Security Agent in writing upon receipt of such consent.

9.9 Unregistered Property

In the case of a Chargor's Property in England and Wales, both present and future which is not registered at HM Land Registry and is not required to be so registered, that Chargor will promptly apply to register this Composite Guarantee and Debenture and the Security created by this Composite Guarantee and Debenture at the Land Charges Department.

9.10 Future Property

If a Chargor acquires any Property after the date of this Composite Guarantee and Debenture, it shall:

- (a) immediately notify the Security Agent;
- (b) immediately, if so requested by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that Property in any form (consistent with this Composite Guarantee and Debenture) which the Security Agent may require;
- (c) if the title to that Property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of the Security created by this Composite Guarantee and Debenture and take the steps set out in paragraphs (a) to (d) of Clause 9.8 (*Existing Property*) inclusive in respect of such future Property; and
- (d) if applicable, ensure that the Security created by this Composite Guarantee and Debenture is correctly noted in the Register of Title against that title at HM Land Registry (and the Chargor hereby consents to any application that the Security Agent may require to be made to HM Land Registry against the relevant title at HM Land Registry for the protection of the Security constituted by this Composite Guarantee and Debenture), or, if applicable, in accordance with Clause 9.9 (*Unregistered Property*).

In the case of any Property which is leasehold in relation to which the consent of the landlord is required in order for the Chargor to perform any of the foregoing obligations, the Chargor shall use all reasonable endeavours to obtain such consent promptly and shall notify the Security Agent in writing upon receipt of such consent.

9.11 Registration at Land Registry

- (a) Each Chargor consents to a restriction in the following terms being entered on the register of title relating to any Property registered at HM Land Registry:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register, or its conveyancer.”

- (b) The obligation on the part of the Security Agent to make further advances to the Chargor is deemed to be incorporated in this Composite Guarantee and Debenture and the Chargor will apply or consent to the Security Agent applying by way of Form CH2 to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title relating to any Property registered at HM Land Registry.

9.12 Third Party interests

- (a) Each Chargor shall do all things within its power to procure that no person is registered as proprietor of any right or interest in respect of its Property (other than pursuant to this Composite Guarantee and Debenture) and that no new right or interest arises under Schedules 1, 3 or 12 to the Land Registration Act 2002 after the date of this Composite Guarantee and Debenture.
- (b) Whether or not the title to the Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the title to all or any part of the Property, the Chargor shall immediately provide the Security Agent with full particulars of the circumstances relating to such registration of notice and if such notice or caution shall have been registered in order to protect a purported interest, the creation of which is not permitted under this Composite Guarantee and Debenture or the Debt Documents, the Chargor shall immediately and at the Chargor's expense take such steps as the Security Agent may require to ensure that the caution or notice (as applicable) is withdrawn or cancelled.

9.13 Compensation Monies

Each Chargor shall hold on trust for the benefit of the Security Agent (and each Chargor hereby declares itself as a trustee accordingly) the amount of any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit from interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property and (without prejudice to any rights, debts, claims and/or obligations having priority to the obligations imposed by this Composite Guarantee and Debenture), apply the same in accordance with the terms of or as contemplated by the Intercreditor Agreement.

10. RECEIVABLES AND RELATED MATTERS

10.1 No dealings with Receivables

Unless permitted under the Senior Facility Agreement, no Chargor shall create a Security Interest, dispose, release, set off, exchange, compound, grant time or indulgence, subordinate its rights in respect of any of its Receivables to the rights of any other person in relation to debts owed to such person or otherwise deal over, of or with its Receivables (nor, in each such case, purport to do so) otherwise than by getting in and realising them in the ordinary and proper course of its business (and for this purpose the realisation of the Receivables by means of block discounting,

factoring or the like shall not be regarded as dealing in the ordinary and proper course of its business) and, in any event, not sell, assign, factor, discount or otherwise charge its Receivables in favour of any person, nor purport to do so.

10.2 Realisation of Receivables

- (a) Each Chargor shall collect all Receivables promptly in the ordinary course of trading and promptly pay, or procure the payment of, all monies received by it or on its behalf in respect of any of its Receivables into one of its Accounts. Until that payment, it will hold, or procure that the recipient holds, those moneys on trust for the Security Agent.
- (b) Following the occurrence of an Enforcement Event which is continuing, each Chargor shall:
 - (i) collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent;
 - (ii) immediately upon receipt pay all monies which it receives in respect of the Receivables into any account over which the Chargors have granted Security to the Security Agent pursuant to the terms of this Composite Guarantee and Debenture or such specially designated Blocked Account or Assigned Account as the Security Agent may from time to time direct;
 - (iii) pending such payment, hold all monies so received on trust for the Security Agent; and
 - (iv) deal with the Receivables (both collected and uncollected) and the Assigned Accounts and Blocked 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 Composite Guarantee and Debenture.
- (c) Following the occurrence of an Enforcement Event which is continuing, the Security Agent may, notwithstanding paragraph (b) above, exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Receivables in accordance with the Intercreditor Agreement.

11. NON-VESTING RECEIVABLES

- (a) Subject to the Intercreditor Agreement, each relevant Chargor shall only deal with the Non-Vesting Receivables, their Associated Rights and the proceeds thereof as if they had been effectively assigned to the Receivables Trustee in accordance with the Factoring Facility Agreement.
- (b) Each Chargor shall without prejudice to clause 8 (*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 Factored Receivables or Non-

Vesting Receivables or any rights (including any Associated Rights) in the Non-Vesting Receivables other than in accordance with the Factoring Facility Agreement.

- (c) For the avoidance of doubt, this Clause 11 shall cease to apply:
 - (i) with respect to any Non-Vesting Receivable reassigned by the Receivables Trustee to a Factoring Facility Counterparty; and
 - (ii) in all respects, on and following the operation of clause 12.5 (*Turnover of Factored Receivables by the Receivables Trustee and/or Receivables Agent*) of the Intercreditor Agreement.

12. NOTICE OF TRADE DEBTORS

Each Chargor shall provide to the Security Agent evidence of all trade debtor balances in excess of £50,000 (together with the contact details of the relevant debtor) on the date of this Composite Guarantee and Debenture and on each Quarter Date (as defined in the Senior Facility Agreement) or, following an Enforcement Event that is continuing, on request by the Security Agent.

13. ACCOUNTS

13.1 Blocked Accounts and Assigned Accounts

No Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Blocked Account or Assigned Account unless expressly permitted to do so under the Senior Facility Agreement and the Factoring Facility 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.

13.2 Accounts

- (a) Prior to the occurrence of a Senior Acceleration Event, but subject to the provisions of the Senior Facility Agreement, a Chargor has the right to receive, withdraw or otherwise transfer any credit balance from time to time on any Account (other than a Blocked Account or Assigned Account) in the ordinary course of its business.
- (b) After the occurrence of a Senior Acceleration Event, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any 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.

13.3 Application of Monies

The Security Agent:

- (a) may at any time (subject to the payment of any claims having priority to the Security created by this Composite Guarantee and Debenture and subject to

the Intercreditor Agreement) withdraw or direct the withdrawal of amounts standing to the credit of any Blocked Account; and

- (b) shall, following the occurrence of a Senior Acceleration Event, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balance from time to time on any Blocked Account, Assigned Account or Accounts in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with the Intercreditor Agreement.

14. THE INVESTMENTS

14.1 Delivery of Investment title documents; registration

- (a) Each Chargor shall, as soon as reasonably practicable after the acquisition of an Investment after the date of this Composite Guarantee and Debenture, deliver (or procure that there are delivered) to the Security Agent (or a nominee specified by the Security Agent acting on its behalf) all share certificates or other documents of title to or representing its Investments, together with (in each case in form and substance satisfactory to the Security Agent):
 - (i) if any of the Investments is not in its sole name, a declaration of trust in respect of those Investments in its favour duly executed by each person other than the relevant Chargor in whose name those Investments are registered or held;
 - (ii) any instrument of transfer or assignment of such Investments specified by the Security Agent duly executed by each person in whose name any of those Investments are registered or held (with the name of the transferee or assignee, the consideration and the date left blank); and
 - (iii) any other Instrument, other document or thing which the Security Agent may specify to perfect or improve its security over that Chargor's Investments, including waivers of pre-emption and other rights which may affect the exercise of any rights under, or the enforcement of, this Composite Guarantee and Debenture.
- (b) The Security Agent shall be entitled to hold or retain (or have its nominee hold or retain) all items delivered pursuant to Clause 14.1(a).
- (c) The Security Agent may at any time have any of the Investments registered in its name or in the name of a nominee specified by it acting on its behalf and that those shares are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent.

14.2 Rights before an Acceleration Event

Before the occurrence of a Senior Acceleration Event:

- (a) each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments;
- (b) all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor in accordance with the Intercreditor Agreement;
- (c) if the relevant investments have been registered in the name of the Security Agent or its nominee, the Security Agent shall:
 - (i) hold all dividends, interest and other monies paid on and received by it in respect of each Chargor's Investments for the account of the relevant Chargor and will pay those dividends, interest and other monies to the relevant Chargor on request (but subject to the terms of the Intercreditor Agreement); and
 - (ii) exercise all voting and other rights attached to each Chargor's Investments (insofar as transferred to the Security Agent or its nominee) as the relevant Chargor may from time to time in writing reasonably direct, provided that the Security Agent shall be under no obligation to comply with any such direction where compliance would in the Security Agent's opinion be prejudicial to this Security, adversely affect the validity or enforceability of the Security or cause an Enforcement Event to occur; and
- (d) no Chargor shall:
 - (i) exercise any rights attached to the Investments in any manner which in the Security Agent's opinion is prejudicial to this Security, adversely affects the validity or enforceability of the Security or causes an Enforcement Event to occur; and
 - (ii) without the prior written consent of the Security Agent, or as otherwise permitted under the Senior Facility Agreement and the Factoring Facility Agreement, permit or agree to any variation of the rights attaching to the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividend other than in the form of cash or participate in any resolution concerning a winding-up, liquidation or administration.

Each Chargor must, at all times, indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Investments on the direction of that Chargor.

14.3 Rights after an Acceleration Event

- (a) On and following a Senior Acceleration Event:
 - (i) the Security Agent or its nominee may at the Security Agent's discretion, (and in the name of the relevant Chargor or otherwise) exercise all voting and other rights attached to the Investments and all

rights to receive dividends, interest and other monies paid on or to be received in respect of the Investments without any further consent or authority and irrespective of any direction on the part of the relevant Chargor; and

- (ii) no Chargor shall exercise any of those rights.
- (b) To the extent that the Investments remain registered in the name of a Chargor, each Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after the occurrence of a Senior Acceleration Event.

14.4 Calls and notices

- (a) Each Chargor shall, at all times until the Final Discharge Date, duly and promptly pay (or ensure that these are paid) all calls, instalments or other monies which may from time to time become due in respect of any of the Investments without deduction or set-off.
- (b) If a Chargor fails to do so, the Security Agent may (but shall not be obliged to) pay those calls or other payments on behalf of that Chargor and that Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 14.4 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

Each Chargor shall provide the Security Agent with any report, accounts, circular, notice or other item sent or provided to it (or to any person on its behalf) in connection with its holding of the Investments or any of them immediately on receipt of them.

14.5 Issue of shares

- (a) Other than as permitted in the Senior Facility Agreement and the Factoring Facility Agreement, each Chargor shall ensure that no shares or other securities in or of any Company will be issued or allotted and no agreement, option or arrangement to make or call for such issue or allotment will be made or granted without the Security Agent's prior written consent.
- (b) Each Chargor shall execute any document and take any other step reasonably required by the Security Agent to ensure that any shares in any Company issued or allotted to the Chargor (or any of its Affiliates) promptly become subject to this Security as Secured Assets or in the case of shares issued or allotted to an Affiliate, are charged by that Affiliate to the Security Agent in terms acceptable to the Security Agent.

14.6 Other Obligations in Respect of Investments

- (a) Each Chargor shall comply with all requests for information which is within its knowledge and which are made under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments.

If a Chargor fails to do so, the Security Agent may (but shall not be obliged to) elect to provide any information which it may have on behalf of that Chargor, and each Chargor must promptly supply a copy to the Security Agent of any such information provided.

- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) No Secured Party will be required in any manner to:
 - (i) perform or fulfil any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment.

14.7 Clearance Systems

- (a) Each Chargor must, if so requested by the Security Agent:
 - (i) instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee including any escrow balance, to an account of the Security Agent or its nominee or, after the occurrence of an Enforcement Event which is continuing, a third party purchaser, with that clearance system; or
 - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) Without prejudice to the rest of this Clause 14.7 the Security Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

14.8 Custodian Arrangements

Each Chargor must:

- (a) promptly give notice of this Composite Guarantee and Debenture to any custodian of any Investment in any form which the Security Agent may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

14.9 The Companies

Each Chargor shall ensure that none of the Companies shall, unless the prior written consent of the Security Agent has been obtained or as otherwise permitted under the Senior Facility Agreement:

- (a) in any way modify the rights attached to any of the shares in its issued share capital;
- (b) increase, consolidate, sub-divide or reduce its share capital;
- (c) alter its memorandum or articles of association;
- (d) purchase its own shares or reduce its share capital; or
- (e) take any step to place itself in liquidation or pass any resolution to wind itself up.

14.10 Waivers of pre-emption rights

Each Chargor shall ensure that all shareholders of each Company from time to time enter into waivers of, or make any necessary amendments to (in each case in a form and on terms satisfactory to the Security Agent), all pre-emption rights and restrictions in the articles of association of each Company from time to time or otherwise which may in any respect vary, restrict or affect the exercise of any rights which may arise in connection with the enforcement of this security or the transfer of the shares in the relevant Company to the Security Agent or such other person as the Security Agent may so direct.

15. INTELLECTUAL PROPERTY

15.1 General

At all times until the Final Discharge Date:

- (a) each Chargor shall do all acts and things which may be necessary to preserve and maintain the subsistence and validity of its Intellectual Property; and
- (b) no Chargor shall use or permit any of its Intellectual Property to be used in any way which may adversely affect its value.

15.2 Acquisition

Each Chargor shall promptly provide the Security Agent with details of all Intellectual Property (including applications for registration) granted, assigned or transferred to, or filed by or on behalf of, a Chargor at any time on or after the date of this Composite Guarantee and Debenture.

15.3 Registration

Each Chargor shall at its own cost promptly, if requested to do so by the Security Agent, execute all deeds and documents and do all such acts as the Security Agent

may reasonably require to record the interest of the Security Agent in any Intellectual Property charged under this Composite Guarantee and Debenture in any relevant register maintained by the UK or other national or international patent or other intellectual property office.

15.4 Maintenance

No Chargor will, without the prior written consent of the Security Agent sell, assign, transfer, mortgage, grant any exclusive licences or any irrevocable or perpetual non-exclusive licences or otherwise dispose of or encumber all or any part of its Intellectual Property, or amend (except as necessary to obtain or maintain in force any of the Registered Intellectual Property) any Registered Intellectual Property or permit any Registered Intellectual Property to be abandoned or cancelled, to lapse or to be liable to any claim or revocation for non-use or otherwise (except in the course of its business where the Intellectual Property is no longer material to the business of any of the Chargors).

15.5 Infringement

Each Chargor shall take such steps as may be necessary (including the institution of legal proceedings) to prevent third parties infringing or otherwise misusing any of the Intellectual Property that is the subject of the security interests granted under this Composite Guarantee and Debenture.

15.6 Defence

Each Chargor shall take all such steps as may be reasonably necessary to ensure that any of its applications for Intellectual Property are granted and to defend any granted Intellectual Property against any oppositions, applications for revocation or nullity or other invalidity action in any jurisdiction.

15.7 Notices to third parties

A Chargor shall in respect of any Intellectual Property licensed from a third party to that Chargor, upon the occurrence of an Enforcement Event which is continuing, immediately give notice to such third party (with a copy to the Security Agent) of this Composite Guarantee and Debenture.

16. INVENTORY AND EQUIPMENT

16.1 Documents of Title

Each Chargor shall, if requested by the Security Agent following the occurrence of a Senior Acceleration Event, deliver (or procure that there are delivered) to the Security Agent (or a nominee specified by the Security Agent acting on its behalf) all Warrants and other documents of title relating to or representing its Inventory, together with any Instrument, other document or thing which the Security Agent may reasonably specify to perfect or improve the Security Interest over the relevant Chargor's Inventory.

16.2 Maintenance

Each Chargor shall keep its plant and machinery and Equipment in good repair and in good working order and condition.

16.3 Equipment

On and following an Enforcement Event which is continuing, each Chargor shall, immediately on request by the Security Agent, affix to any plant, machinery, fixtures, fittings, computers, vehicles or any Equipment for the time being owned by it (in a prominent position) a durable notice of this Composite Guarantee and Debenture (in any form required by the Security Agent (acting reasonably)).

17. ASSIGNED DOCUMENTS

(a) Each Chargor shall:

- (i) not waive any rights under nor amend, novate, repudiate, rescind or otherwise terminate or permit to be terminated any Assigned Document without the prior written consent of the Security Agent;
- (ii) diligently pursue any remedies available to it for any breach of, or in respect of any claim in relation to, any Assigned Document; and
- (iii) provide, as soon as practicable upon receipt, the Security Agent and any Receiver with copies of each of its Assigned Documents and any information, documentation and notices relating to any of its Assigned Documents which it may from time to time receive from any other party to any Assigned Documents or otherwise as requested by the Security Agent or any Receiver.

(b) After the occurrence of a Senior Acceleration Event, the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Assigned Documents.

SECTION 4 ENFORCEMENT OF SECURITY

18. ENFORCEMENT – GENERAL PROVISIONS

18.1 Enforcement

On the occurrence of an Enforcement Event which is continuing:

- (a) this Security shall become immediately enforceable and the Security Agent may enforce all or any of its rights under this Composite Guarantee and Debenture as it thinks fit in accordance with the terms of the Intercreditor Agreement. In particular, it may without further notice exercise in relation to the Secured Assets:
 - (i) the power of sale and all other powers conferred on mortgagees by the LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Composite Guarantee and Debenture;
 - (ii) to the extent that Clause 19 (*Right of appropriation*) applies, the power to appropriate the Secured Assets in or towards the payment and discharge of the Secured Obligations in accordance with Clause 19.2 (*Exercise of right of appropriation*); and
 - (iii) (without first appointing a Receiver) any or all of the rights which are conferred by this Composite Guarantee and Debenture (whether expressly or by implication) on a Receiver, including those relating to Leases set out in Clause 20.2(d) (*Dealing with Secured Assets*).

18.2 LPA provisions

- (a) The Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Composite Guarantee and Debenture.
- (b) s93(1) LPA (restriction on the consolidation of mortgages), s103 LPA (restricting the power of sale) and s109 LPA (restricting the power to appoint a receiver) shall not apply to the Security Interest created by this Composite Guarantee and Debenture.
- (c) Any powers of leasing conferred on the Security Agent by law 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 any restrictions conferred by law (including under section 99 or 100 of the Act).

18.3 Protection of third parties

- (a) No purchaser, mortgagee or other person dealing with a Receiver or the Security Agent shall be bound to enquire whether the Secured Obligations

have become enforceable, whether its right to exercise any of its rights has arisen or become exercisable, or be concerned as to the application of any money paid, raised or borrowed, whether any money remains due under the Debt Documents or as to the propriety or regularity of any sale by or other dealing with that Receiver or the Security Agent.

- (b) All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Security Agent as if the Secured Obligations had become due and the statutory powers of sale and of appointing a Receiver in relation to the Secured Assets had arisen on the date of this Composite Guarantee and Debenture.

18.4 Delegation

- (a) The Security Agent or Receiver may delegate to any person or persons all or any of the rights which are exercisable by it under this Composite Guarantee and Debenture. A delegation under this Clause 18.4 may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Security Agent may think fit.
- (b) A delegation under Clause 18.4(a) shall not preclude the subsequent exercise of those rights by the Security Agent itself nor preclude the Security Agent from making a subsequent delegation of them to another person or from revoking that delegation.
- (c) The Security Agent shall not be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

18.5 No liability

None of the Security Agent, any Receiver or any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Secured Assets for any loss on realisation or for any other action, default or omission for which it, he or she might be liable.

18.6 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Composite Guarantee and Debenture (either expressly or impliedly) or by law on a Receiver may, after the Security created by this Composite Guarantee and Debenture becomes enforceable, be exercised by the Security Agent in relation to any Secured Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

18.7 Grant of Intellectual Property license

For the purpose of enabling the Security Agent to exercise the rights and remedies under this Clause 18, each Chargor hereby:

- (a) grants to the Security Agent, for the benefit of the Security Agent and the Secured Parties, an irrevocable, non-exclusive license (exercisable without

payment of royalty or other compensation to the relevant Chargor) to use, license or sublicense any intellectual property rights of its present or future, wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof; and

- (b) irrevocably agrees that the Security Agent may sell any of the relevant Chargor's Inventory directly to any person including, without limitation, persons who have previously purchased the relevant Chargor's Inventory from that Chargor and in connection with any such sale or other enforcement of the Security Agent's rights under this Composite Guarantee and Debenture, may sell Inventory which bears any trademark owned by or licensed to the relevant Chargor and any Inventory that is covered by any copyright owned by or licensed to the relevant Chargor and the Security Agent may finish any work in process and affix any trademark owned by or licensed to the relevant Chargor and sell such Inventory as provided in this Composite Guarantee and Debenture.

18.8 After Enforcement of Security regarding Insurances

After the occurrence of a Senior Acceleration Event:

- (a) the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by such Chargor) any of the rights of a Chargor in connection with any of its Insurances and any Insurance Proceeds;
- (b) each Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and
- (c) each Chargor must hold any Insurance Proceeds received by it on trust for the Security Agent.

19. RIGHT OF APPROPRIATION

19.1 Application of right of appropriation

This Clause 19 applies to the extent the Secured Assets constitute "financial collateral" and this Composite Guarantee and Debenture constitutes a "financial collateral arrangement" (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

19.2 Exercise of right of appropriation

If and to the extent that this Clause 19 applies, the Security Agent may appropriate the Secured Assets at any time after the Security Interest created by this Composite Guarantee and Debenture has become enforceable. If the Security Agent exercises its right of appropriation then it shall for these purposes value:

- (a) any relevant Blocked Account, Account or other bank account and the amount standing to the credit of that account, together with any accrued interest not credited to the account, at the time of the appropriation; and
- (b) any other relevant Secured Asset by reference to an independent valuation or other procedure determined by the Security Agent, acting reasonably, at the time of the appropriation.

20. APPOINTMENT OF RECEIVER

20.1 Appointment of Receiver

Without prejudice to any statutory or other powers of appointment of the Security Agent under the LPA as extended by this Composite Guarantee and Debenture or otherwise, at any time after this Security has become enforceable, any corporate action, legal proceedings, or other formal procedure or step is taken in relation to the administration of a Chargor or if the relevant Chargor so requests in writing at any time the Security Agent may without further notice to any Chargor do any of the following:

- (a) appoint by deed or otherwise (acting through a duly authorised officer) any one or more persons qualified to act as a Receiver to be a Receiver of all or any part of the Secured Assets;
- (b) either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- (c) (except as otherwise required by statute) remove any Receiver and appoint another or others in his or her place.

20.2 Powers of Receiver

Every Receiver shall have in relation to the Secured Assets (every reference in this Clause 20.2 to "**Secured Assets**" being a reference only to all or any part of the Secured Assets in respect of which that Receiver was appointed) the powers granted by the LPA to any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Composite Guarantee and Debenture. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- (a) **Collection:** enter on, take possession of, collect and get in the Secured Assets and collect and get in all rents and other income whether accrued before or after the date of his or her appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him or her expedient;
- (b) **Compliance with Debenture:** comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by the relevant Chargor under this Composite Guarantee and Debenture;

- (c) **Management of business:** carry on, manage, develop, reconstruct, amalgamate or diversify the business of the relevant Chargor or any part of it in such manner as the Receiver shall in his or her discretion think fit;
- (d) **Dealing with Secured Assets:** sell or otherwise dispose of the Secured Assets, grant Leases, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any Lease, agreement or arrangement relating to them. This power may be exercised without the need to comply with ss99 and 100 LPA. Any disposal or other dealing under this Clause 20.2(d) may be effected in the manner and on any terms which the Receiver thinks fit, for consideration consisting of cash, debentures or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit;
- (e) **Severance of assets:** sever from the premises to which they are annexed and sell separately (in accordance with Clause 20.2(d)) any plant, machinery or fixtures;
- (f) **Upkeep of Secured Assets:** repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Secured Assets as the Receiver shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;
- (g) **Dealing with third parties:** appoint or dismiss officers, employees, contractors or other agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as the Receiver may think fit;
- (h) **Agreements:** perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which the Receiver may consider expedient;
- (i) **Proceedings:** settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of the relevant Chargor or the Secured Assets and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings;
- (j) **Uncalled capital:** make calls on the shareholders of the relevant Chargor in respect of any of its uncalled capital;
- (k) **Rights in connection with Secured Assets:** exercise or permit the relevant Chargor or any nominee of the relevant Chargor to exercise any rights incidental to the ownership of the Secured Assets in such manner as the Receiver may think fit;
- (l) **Subsidiaries:** form a subsidiary or subsidiaries of the relevant Chargor and transfer, lease or license to it or them or any other person the Secured Assets on such terms as the Receiver may think fit;

- (m) **Assets and rights:** purchase, lease, hire or otherwise acquire any assets or rights of any description which the Receiver shall consider necessary or desirable for the carrying on, improvement or realisation of the Secured Assets or the business of the relevant Chargor or otherwise for the benefit of the Secured Assets;
- (n) **Landlord and tenant powers:** exercise any rights conferred on a landlord or a tenant by any applicable law or regulation in relation to the Secured Assets;
- (o) **Raising money:** in the exercise of any of the rights conferred on the Receiver by this Composite Guarantee and Debenture or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, pari passu with or subsequent to this Security and generally on such terms as he or she may think fit;
- (p) **Receipts and discharges:** give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Secured Assets and redeem, discharge or compromise any Security Interest whether or not having priority to this Security or any part of it;
- (q) **All other acts:** execute and do all such other acts, things and documents as the Receiver may consider necessary or desirable for the realisation or preservation of the Secured Assets or incidental or conducive to any of the rights conferred on or vested in him or her under or by virtue of this Composite Guarantee and Debenture or otherwise and exercise and do in relation to the Secured Assets, and at the cost of the relevant Chargor, all the rights and things which he or she would be capable of exercising or doing if he or she were the absolute beneficial owner of the same; and
- (r) **Name of Chargor:** use the name of the relevant Chargor or his or her own name to exercise all or any of the rights conferred by this Composite Guarantee and Debenture.

20.3 Agent of the relevant Chargor

Any Receiver appointed under this Composite Guarantee and Debenture whether acting solely or jointly shall be deemed to be the agent of the relevant Chargor and to be in the same position as a receiver appointed under the LPA and the relevant Chargor shall be solely responsible for his or her acts, omissions, defaults, losses and misconduct and for his or her remuneration and the Security Agent shall not be in any way liable or responsible either to the relevant Chargor or to any other person for any Receiver.

20.4 Joint appointment

If at any time two or more persons have been appointed as Receivers of the same Secured Assets, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Composite Guarantee and Debenture to the exclusion of the other or others in relation to any of the Secured

Assets in respect of which he or she has been appointed unless the Security Agent shall state otherwise in the document appointing him or her.

21. APPOINTMENT OF ADMINISTRATOR

21.1 Appointment of Administrator

- (a) The Security Agent may, in accordance with the Intercreditor Agreement, without notice appoint any one or more persons to be an administrator of any Chargor pursuant to Schedule B1, Paragraph 14 IA at any time after this Security has become enforceable.
- (b) Clause 21.1(a) shall not apply to any Chargor if Schedule B1, Paragraph 14 IA does not permit an administrator of that Chargor to be appointed.
- (c) Any appointment under Clause 21.1(a) shall be in writing signed by a duly authorised officer of the Security Agent.

21.2 Replacement of an Administrator

The Security Agent may, subject to any necessary approval from the court and in accordance with the Intercreditor Agreement, end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under Clause 21.1 a replacement for any Administrator whose appointment ends for any reason.

22. APPLICATION OF PROCEEDS

22.1 Order of Priority

Clauses 20.1 (*Order of Application – Factored Receivables*), 20.2 (*Order of Application – Group Assets*) and 20.3 (*Prospective Liabilities*) of the Intercreditor Agreement shall apply to this Composite Guarantee and Debenture as if they were set out in full again here, with any changes which are necessary to fit this context.

SECTION 5

GENERAL SECURITY PROVISIONS

23. GENERAL SECURITY PROVISIONS

23.1 Continuing security

This Composite Guarantee and Debenture is a continuing security and regardless of any intermediate payment or discharge in whole or in part to any Secured Party, shall be binding until the Final Discharge Date.

23.2 Additional security

- (a) This Composite Guarantee and Debenture is in addition to and is not in any way prejudiced by any other guarantee or Security Interest now or subsequently held by or on behalf of the Security Agent or any other Finance Party.
- (b) No other security held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Secured Asset shall merge into or otherwise prejudice the Security created by this Composite Guarantee and Debenture or right of set-off contained herein.

23.3 Waiver of defences

Each Chargor shall be deemed to be a principal debtor, and not only a surety. The obligations of each Chargor under this Composite Guarantee and Debenture will not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 23.3, would reduce, release or prejudice any of its obligations under this Composite Guarantee and Debenture, including (whether or not known to it or the Security Agent):

- (a) any time, waiver, consent or other indulgence granted to, or composition with, any Chargor, Debtor or any other person;
- (b) the release of any other Chargor, Debtor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any Instrument or any failure to take, or failure to realise the full value of, any Security Interest;
- (d) any incapacity or lack of power, authority or legal personality of or Insolvency (or similar proceedings) or change in the members or status of any Chargor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Debt Document or any other document or Security or of the Secured

Obligations (including, without limitation, any change in the purpose of, any extension of, or any increase in any facility or the addition of any new facility under any Debt Document or other documents or Security or of the Secured Obligations); or

- (f) any disclaimer, unenforceability, illegality, invalidity or ineffectiveness of any of the Secured Obligations or any other obligation of any person under any Debt Document or any other Instrument or Security Interest or the failure by any member of the Group to enter into or be bound by any Debt Document.

23.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any Security Interest or other rights or claim payment from any other person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Debtor or any other person before claiming from it under this Composite Guarantee and Debenture. This waiver applies irrespective of any applicable law and regulation or any provision of any Debt Document to the contrary.

23.5 Discretion in enforcement

Until the Final Discharge Date, the Security Agent or any Receiver may:

- (a) refrain from applying or enforcing any other monies, Security Interests or other rights held or received by it in respect of the Secured Obligations or apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of the Secured Obligations.

23.6 Non-Competition

Until the Final Discharge Date, unless the Security Agent otherwise directs, no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Composite Guarantee and Debenture:

- (a) be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf);
- (b) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Composite Guarantee and Debenture;
- (c) claim, rank, prove or vote as a creditor of any Debtor or its estate in competition with any Secured Party (or any trustee or agent on its behalf); or
- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of any Debtor, or exercise any right of set-off as against any Debtor.

Each Chargor shall hold in trust for and shall immediately pay or transfer to the Security Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause 23.6 or in accordance with any directions given by the Security Agent under this Clause 23.6.

23.7 Release of Chargor's Right of Contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the relevant Debt Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the relevant Debt Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the relevant Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Secured Party under any relevant Debt Document or of any other security taken under, or in connection with, any relevant Debt Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

23.8 Subsequent Security Interests

At any time following:

- (a) the Security Agent or any other Finance Party's receipt of notice (either actual or constructive) of any subsequent Security Interest affecting the Secured Assets;
- (b) the Insolvency of any Chargor; or
- (c) any disposal of all or any of the Secured Assets in breach of Clause 8.2 (*No disposals*),

any Finance Party may open a new account or accounts in the name of the relevant Chargor (whether or not it permits any existing account to continue). If a Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Insolvency commenced or the assignment or transfer occurred and from that time all payments made by the relevant Chargor to the Finance Party or received by the Finance Party for the account of the relevant Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Composite Guarantee and Debenture at the time when the Finance Party received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

23.9 Security held by Chargor

No Chargor may, without the prior consent of the Security Agent, hold any Security from any other Chargor in respect of that Chargor's liability under this Composite Guarantee and Debenture. Each Chargor shall hold any Security held by it in breach of this provision on trust for the Security Agent.

24. POWER OF ATTORNEY

24.1 Appointment

- (a) Each Chargor irrevocably, severally and by way of security appoints the Security Agent and any Receiver and every delegate referred to in Clause 18.4 (*Delegation*) and each of them jointly and also severally to be its attorney (with full powers of substitution and delegation) to take any action which that Chargor is obliged to take under this Composite Guarantee and Debenture (including under Clause 6.4 (*Further Assurance*)) but has failed to do so for five Business Days following notification by the Security Agent of the relevant failure to comply or upon the occurrence of an Enforcement Event which is continuing.
- (b) Each Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Security Agent under this Composite Guarantee and Debenture.

24.2 Irrevocable power

Each Chargor acknowledges that each power of attorney granted pursuant to Clause 24.1 is granted irrevocably and for value as part of this Security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

25. RETENTION OF SECURITY

25.1 Release of Security

Subject to Clauses 25.2 (*Reinstatement*) and 25.3 (*Retention of security*), following the Final Discharge Date and at the request and cost of the relevant Chargor, the Security Agent shall, as soon as reasonably practicable after receipt of that request, release and discharge this Security and re-assign the assets assigned to the Security Agent under this Composite Guarantee and Debenture to the relevant Chargor (or as it shall direct), at all times without recourse, representation or warranty. Any release or discharge of this Security or re-assignment shall not release or discharge the relevant Chargor from any liability to the Security Agent or any other Finance Party for the Secured Obligations or any other monies which exists independently of this Composite Guarantee and Debenture.

25.2 Reinstatement

- (a) Any release, settlement, discharge, re-assignment or arrangement (in this Clause 25, a "**release**") made by the Security Agent on the faith of any

assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency.

- (b) If any avoidance, reduction or clawback occurs or order is made as referred to in Clause 25.2(a), or if the Security Agent considers that any amounts paid or credited to any Secured Party is capable of avoided, reduced or otherwise set-aside as a result of any insolvency or similar event, then the release given by the Security Agent shall have no effect and shall not prejudice the right of the Security Agent to enforce this Security in respect of the Secured Obligations. As between the Chargors and the Security Agent, this Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Security Agent as security for the Secured Obligations.

25.3 Retention of security

- (a) If and for so long as any assurance, security or payment as is mentioned in Clause 25.2(a) remains in the reasonable opinion of the Security Agent susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Security Agent may in its absolute discretion retain all or part of its security and other rights under this Composite Guarantee and Debenture as security for the Secured Obligations after they have been paid and discharged in full.
- (b) If at any time while all or part of the rights of the Security Agent under this Composite Guarantee and Debenture are so retained a petition is presented to a competent court for a winding-up order to be made in respect of any Debtor, steps are taken to wind up any Debtor voluntarily, an application is made to a competent court for an administration order to be made in respect of any Debtor, a notice of intention to appoint an administrator to any Debtor is filed at court or the appointment of an administrator to any Debtor takes effect, then the Security Agent may continue to retain all or part of this Security, those documents and those other rights for any further period as the Security Agent may in its absolute discretion determine.

26. PRIOR SECURITY INTERESTS

26.1 Redemption

The Security Agent may at any time:

- (a) redeem, or procure the transfer to itself of, any prior Security Interest over any Secured Assets; or
- (b) settle and pass the accounts of the holder of any prior Security Interest. Any accounts so settled and passed shall be conclusive and binding on the relevant Chargor.

26.2 Costs of redemption

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under Clause 26.1 shall be paid by the Chargors to the Security Agent on demand, in each case together with interest from the date it is incurred or becomes payable up to the date of receipt by the Security Agent (both before and after judgement), accruing on a daily basis at the Default Rate.

SECTION 6 ADMINISTRATION

27. INDEMNITY

27.1 Currency indemnity

If any sum due from a Chargor under this Composite Guarantee and Debenture (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against that Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Security Agent to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

28. TRANSFERS

28.1 Security Agent

The Security Agent may assign any or all of its rights and transfer any or all of its obligations under this Composite Guarantee and Debenture without the consent of the Chargors being required. The Security Agent may assign any or all of its rights and transfer any or all of its obligations under this Composite Guarantee and Debenture to a successor appointed pursuant to the Intercreditor Agreement.

28.2 Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Composite Guarantee and Debenture.

28.3 Disclosure of information

The Security Agent may disclose any information about the Chargors which it shall consider appropriate to any Affiliate, any of its professional advisers, any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Composite Guarantee and Debenture or to any person to whom information may be required to be disclosed by any applicable law and regulation.

29. CALCULATIONS AND CERTIFICATES

29.1 Accounts

In any litigation or other proceedings arising out of or in connection with this Composite Guarantee and Debenture, the entries made in the accounts maintained by the Security Agent or any other Finance Party are prima facie evidence of the matters to which they relate.

29.2 Certificates or determinations

Any certificate or determination of the Security Agent as to any matter provided for in this Composite Guarantee and Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

30. PARTIAL INVALIDITY

If, at any time, any provision or part of a provision of this Composite Guarantee and Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions or parts of a provision nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

31. REMEDIES AND WAIVERS

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

32. AMENDMENTS AND WAIVERS

Any term of this Composite Guarantee and Debenture may be amended or waived in accordance with the Intercreditor Agreement.

33. COUNTERPARTS

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

34. CONDUCT OF BUSINESS

No provision of this Composite Guarantee and Debenture will:

- (a) interfere with the right of any Secured Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

- (b) oblige any Secured Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Secured Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of taxes.

35. MISCELLANEOUS

35.1 Time Deposits

Without prejudice to any right of set-off any Secured Party may have under any secured Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party on or prior to the Final Discharge Date:

- (a) after the occurrence of an Enforcement Event which is continuing; and
- (b) when none of the Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

35.2 Notice of Assignment

- (a) This Composite Guarantee and Debenture constitutes notice in writing to each Chargor of any Security in respect of a debt owed by that Chargor to any other member of the Group and contained in any other Debt Document.
- (b) A Chargor's execution of this Composite Guarantee and Debenture constitutes its acknowledgement of the notice referred to in paragraph 35.2(a) above.

35.3 Covenants

Any covenant of a Chargor under this Composite Guarantee and Debenture remains in force until the Final Discharge Date and is given for the benefit of each Secured Party.

35.4 Secured Assets

The fact that no or incomplete details of any Secured Asset are inserted in any of Schedule 2 (*Assigned Accounts, Blocked Accounts and Accounts*), Schedule 3 (*Properties*), Schedule 4 (*Specified Investments*) or Schedule 5 (*Assigned Documents, Intellectual Property and Insurance*) does not affect the validity or enforceability of the Security created by this Composite Guarantee and Debenture.

SECTION 7

GOVERNING LAW AND ENFORCEMENT

36. GOVERNING LAW

This Composite Guarantee and Debenture and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

37. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Composite Guarantee and Debenture (including a dispute regarding the existence, validity or termination of this Composite Guarantee and Debenture) (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 37 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

EXECUTION:

The parties have shown their acceptance of the terms of this Composite Guarantee and Debenture by executing it, in the case of each Chargor as a deed, at the end of the Schedules.

**SCHEDULE 1
THE CHARGORS**

Company name	Jurisdiction of Incorporation	Registered number	Registered office
Cornwallis Holdings Limited	England and Wales	10755682	4 th Floor 24 Cornhill, London, EC3V 3ND
Cornwallis ELT Limited	England and Wales	04197561	4 th Floor 24 Cornhill, London, EC3V 3ND

SCHEDULE 2
ASSIGNED ACCOUNTS, BLOCKED ACCOUNTS AND ACCOUNTS

Part 1

1. Assigned Accounts

Name of account holder	Name and address of entity at which account is held	Account details
<i>None at the date of this deed.</i>		

Part 2

2. Blocked Accounts

Name of account holder	Name and address of entity at which account is held	Account details
<i>None at the date of this deed</i>		

Part 3

3. Accounts

Name of account holder	Name of entity at which account is held and address for contact	Account details
Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	Euro Current Account, number: XXXXXXXXXX Sort code: 20-41-38
Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	Sterling Current Account, number: XXXXXXXXXX Sort Code: 20-41-38
Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	SF Account, number: XXXXXXXXXX Sort code: 20-37-63

Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	Bus Premium Account, number: [REDACTED] Sort code: 20-41-38
Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	US Dollar Current Account, number: [REDACTED] Sort code: 20-41-38
Cornwallis ELT Limited	Barclays Bank PLC, Leicester, Leicestershire, LE87 2BB	Swiss Current Account, number: [REDACTED] Sort code: 20-41-38

SCHEDULE 3 PROPERTIES

Part 1 Registered land

(Freehold (including commonhold) or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at Land Registry)

Registered land				
Chargor	Address / Description Property	County and London Borough	District	Title number
<i>None at the date of this deed.</i>				

Part 2 Unregistered land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at Land Registry of which the Chargor is the owner)

Unregistered land				
Chargor	Address / Description of Property	Document describing the Property		
		Date	Document	Parties
Cornwallis ELT Limited	Fourth Floor, 24 Cornhill, London, EC3	4 September 2020	5 years Lease	Olivegate Properties Limited as Landlord and Cornwallis ELT Limited as Tenant.

SCHEDULE 4
SPECIFIED INVESTMENTS

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Cornwallis Holdings Limited	Cornwallis ELT Limited	A Ordinary	5,000,000 A Ordinary Shares of £0.01 each	5,000,000 A Ordinary Shares of £0.01 each 1,900,000 B Ordinary Shares of £0.01 each 93,200 C Ordinary Shares of £0.01 each

SCHEDULE 5
ASSIGNED DOCUMENTS, INTELLECTUAL PROPERTY AND INSURANCE

Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction / apparent status	Classes	Mark text
None at the date of this deed.				
Part 4B - Patents				
Proprietor/ADP number	Patent number	Description		
None at the date of this deed.				

Assigned Documents

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this deed.</i>			

Insurances

Chargor	Insurer	Policy number
Cornwallis ELT Limited	CFC Underwriting Limited	PSJ0024314724

SCHEDULE 6
NOTICE OF [ASSIGNMENT] [CHARGE] OF RECEIVABLES

[On relevant Chargor's notepaper]

To: *[Name and address of other party]*

[Date]

Dear Sirs

[Name and date of Account]

We refer to an agreement dated [●] between us and you (as amended or novated from time to time, the "**Agreement**").

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] 2021 and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture), we have [assigned] [charged] all our rights in the book debts and other rights to receive payments arising out of the Agreement.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Agreement;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay any monies payable by you to us under the Agreement to [●] or such other account as the Security Agent may from time to time notify to you in writing; and
- (c) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Agreement to the Security Agent at the Security Agent's request.

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of [relevant] Chargor]
By: *[Name of signatory]*

SCHEDULE 7
NOTICE OF ASSIGNMENT OF ASSIGNED DOCUMENT

[On Chargor's notepaper]

To: *[Name and address of other party]*

[Date]

Dear Sirs

[Name and date of Assigned Document]

We refer to an agreement dated [●] 2021 between us and you (as amended or novated from time to time, the "**Agreement**").

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture), we have assigned all our rights under the Agreement including the right to receive any payments due under the Agreement.

Please note the following:

- (a) we shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Agreement;
- (b) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay any monies payable by you to us under the Agreement to such bank account as the Security Agent may from time to time specify in writing;¹
- (c) all of the powers, discretions, remedies and other rights which would, but for the Debenture, be vested in us under and in respect of the Agreement are exercisable by the Security Agent;
- (d) we have agreed not to waive any rights under nor amend, novate, rescind or otherwise terminate the Agreement without the prior written consent of the Security Agent;
- (e) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Agreement to the Security Agent at the Security Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, [●], at [●] marked for the attention of [●].

¹ Include here details of the account into which sums are to be paid.

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....
[Name of [relevant] Chargor]
By: *[Name of signatory]*

ACKNOWLEDGEMENT

To: [●]

We acknowledge receipt of a notice dated [●] 2021 addressed to us by *[Name of [relevant] Chargor]* (the "**Chargor**") regarding an agreement dated [●] between us and the Chargor (as amended or novated from time to time, the "**Agreement**").

We confirm that:

- (a) we consent to the assignment of the Agreement and will comply with the terms of that notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Agreement;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Agreement or if any event occurs which would permit us to terminate, cancel or surrender the Agreement we will:
 - (i) immediately on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we confirm that no waiver of any of the Chargor's rights under and no amendment, novation, rescission or other termination by the Chargor of, the Agreement shall be effective without the prior written consent of the Security Agent; and
- (e) we confirm that we shall not exercise any right of combination, consolidation or set-off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

.....
[Name of other party]

By: *[Name of signatory]*

Dated:

SCHEDULE 8
NOTICE OF ASSIGNMENT OF INSURANCE

[On [relevant] Chargor's notepaper]

To: *[Name and address of insurer]*

[Date]

Dear Sirs

Policy number [●]

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] 2021 and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture), we have assigned all our rights in the insurance policy, brief details of which are set out below (the "**Policy**") and all monies which may be payable to or received by us under it.

Please note the following:

- (a) we irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary) to pay all monies payable by you to us under the Policy, including the proceeds of all claims, to such bank account as the Security Agent may from time to time specify in writing²;
- (b) all of the powers, discretions, remedies and other rights which would, but for the Debenture, be vested in us under and in respect of the Policy are exercisable by the Security Agent; and
- (c) we agree that:
 - (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
 - (ii) you are authorised to disclose any information in relation to the Policy to the Security Agent at the Security Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, [●] at [●] marked for the attention of [●].

This letter is governed by, and shall be construed in accordance with, English law.

² Include here details of the account into which sums are to be paid.

Yours faithfully

.....
[Name of [relevant] Chargor]
By: *[Name of signatory]*

Details of Policy

Name of insured: [●]

Nature of policy: [●]

Policy number: [●]

Expiry date: [●]

[On copy letter only:]

ACKNOWLEDGEMENT

To: *Security Agent*

We acknowledge receipt of a notice dated [●] 2021 addressed to us by [*Name of [relevant] Chargor*] (the "**Chargor**") regarding the Policy (as defined in that notice).

We confirm that:

- (a) we consent to the assignment of the Policy and will comply with the terms of that notice;
- (b) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Policy;
- (c) if the Chargor is in breach of any of its obligations, express or implied, under the Policy or if any event occurs which would permit us to terminate, cancel or surrender the Policy we will:
 - (i) immediately on becoming aware of it, give you written notice of that breach; and
 - (ii) accept as an adequate remedy for that breach, performance by you of those obligations within 30 days of that notice;
- (d) we confirm that no waiver of any of the Chargor's rights under and no amendment, novation, rescission or other termination by the Chargor of, the Policy shall be effective without the prior written consent of the Security Agent; and
- (e) we confirm that we shall not exercise any right of combination, consolidation or set-off which we may have in respect of any debt owed to us by the Chargor and we shall send you copies of all statements, orders and notices given by us relating to that debt.

.....
[*Name of insurer*]

By: [*Name of signatory*]

Dated:

SCHEDULE 9
NOTICE OF CHARGE OF ACCOUNT

[On Chargor's notepaper]

To: *[Name and address of account bank]*

[Date]

Dear Sirs

Account number[s]: [●]

We refer to Account number[s]: [●] (the "**Account[s]**").

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] 2021 and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture) we have charged (by way of first fixed charge) all our rights in any credit balances on the Account[s] (the "**Balances**") and the indebtedness represented by the Account[s].

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Account[s] which the Security Agent may, at any time and from time to time, request;
- (b) at any time and from time to time on receipt by you of any written instruction from the Security Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same);
- (c) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Account[s], the Balances or the indebtedness represented by it or them which you may receive at any time and from time to 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 the notice, statement or instruction or the validity of it);
- (d) statements shall be supplied to both us and the Security Agent; and
- (e) following receipt of any instruction, notice or statement from the Security Agent pursuant to paragraphs (b) or (c) above, all rights, interests and benefits whatsoever accruing to or arising from the Account[s] or Balances shall be exercisable by and shall belong to the Security Agent and shall not be exercisable by us.

We agree that:

- (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
- (ii) you are authorised to disclose any information in relation to the Account[s] to the Security Agent at the Security Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, [●], at [●] marked for the attention of [●].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of Chargor]

By: *[Name of signatory]*

ACKNOWLEDGEMENT

To: Security Agent

We acknowledge receipt of a notice (the "**Notice**") dated [●] 2021 addressed to us by [*Name of Chargor*] (the "**Chargor**") regarding Account number[s]: [●] (the "**Account[s]**").

We confirm that:

- (a) we consent to the first fixed charge of the Account[s] and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts) over or with respect to all or any part of the Account[s] and/or the Balances (as defined in the Notice);
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Account[s] or the Balances;
- (d) we undertake that, on our becoming aware at any time that any person other than the Security Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Account[s] or the Balances, we will immediately give written notice of that to the Security Agent;
- (e) no fees or periodic charges are payable in respect of the Account[s] and/or Balances; and
- (f) we shall operate the Account[s] in accordance with the terms set out in the Notice.

.....
for and on behalf of
[*Name of account bank*]
By: [*Name of signatory*]
Dated:

SCHEDULE 10
NOTICE OF CHARGE OF BLOCKED ACCOUNT

[On [relevant] Chargor's notepaper]

To: *[Name and address of account bank]*

[Date]

Dear Sirs

Blocked Account number[s]: [●]

We refer to Blocked Account number[s]: [●] (the "**Blocked Account[s]**").

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] 2021 and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture) we have charged all our rights in the Blocked Account[s] and in any credit balances on the Blocked Account[s] (the "**Balances**") and the indebtedness represented by the Blocked Account[s].

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) that all rights, interests and benefits whatsoever accruing to or arising from the Blocked Account[s] or Balances shall be exercisable by and shall belong to the Security Agent. For the avoidance of doubt:
 - (i) we are not permitted to withdraw any amount from the Blocked Account[s] without the prior written consent of the Security Agent;
 - (ii) all instructions related to monies held in the Blocked Account[s] must be signed by [at least] one authorised signatory of the Security Agent;
 - (iii) no transfers of monies from the Blocked Account[s] can be effected at any time without prior receipt of written instructions from the Security Agent in compliance with the terms of this notice;
- (b) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Blocked Account[s] and /or the Balances which the Security Agent may, at any time and from time to time, request;
- (c) at any time and from time to time on receipt by you of any written instruction, including facsimile transmission or email, from the Security Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same);
- (d) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Blocked Account[s], the Balances or the indebtedness represented by it or them which you may receive at any time and from

time to 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 the notice, statement or instruction or the validity of it);

- (e) to terminate any existing payment instructions affecting the Blocked Account[s]; and
- (f) that statements shall be supplied to both us and the Security Agent.

We agree that:

- (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
- (ii) you are authorised to disclose any information in relation to the Blocked Account[s] to the Security Agent at the Security Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, [●] at [●] marked for the attention of [●].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of Chargor]

By: *[Name of signatory]*

ACKNOWLEDGEMENT

To: [●]

We acknowledge receipt of a notice (the "**Notice**") dated [●] 2021 addressed to us by [*Name of Chargor*] (the "**Chargor**") regarding Blocked Account number[s]: [●] (the "**Blocked Account[s]**").

We confirm that:

- (a) we consent to the charge of the Blocked Account[s] and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts) over or with respect to all or any part of the Blocked Account[s] and/or the Balances (as defined in the Notice);
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Blocked Account[s] or the Balances;
- (d) we undertake that, on our becoming aware at any time that any person other than the Security Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Blocked Account[s] or the Balances, we will immediately give written notice of that to the Security Agent;
- (e) no fees or periodic charges are payable in respect of the Blocked Account[s] and/or Balances; and
- (f) we shall operate the Blocked Account[s] in accordance with the terms set out in the Notice.

.....
for and on behalf of
[*Name of account bank*]
By: [*Name of signatory*]
Dated:

SCHEDULE 11

NOTICE OF ASSIGNMENT OF ASSIGNED ACCOUNT

[On [relevant] Chargor's notepaper]

To: *[Name and address of account bank]*

[Date]

Dear Sirs

Assigned Account number[s]: [●]

We refer to Assigned Account number[s]: [●] (the "**Assigned Account[s]**").

We give you notice that by a Composite Guarantee and Debenture (the "**Debenture**") dated [●] 2021 and entered into by us in favour of Barclays Bank PLC (as Security Agent, as defined in the Debenture) we have assigned all our rights in the Assigned Account[s] and in any credit balances on the Assigned Account[s] (the "**Balances**") and the indebtedness represented by the Assigned Account[s].

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) that all rights, interests and benefits whatsoever accruing to or arising from the Assigned Account[s] or Balances shall be exercisable by and shall belong to the Security Agent. For the avoidance of doubt we are not permitted to withdraw or transfer any amount from the Assigned Account[s] without the prior written consent of the Security Agent;
- (b) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Assigned Account[s] and /or the Balances which the Security Agent may, at any time and from time to time, request;
- (c) at any time and from time to time on receipt by you of any written instruction, including facsimile transmission or email, from the Security Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same);
- (d) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Assigned Account[s], the Balances or the indebtedness represented by it or them which you may receive at any time and from time to 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 the notice, statement or instruction or the validity of it);
- (e) to terminate any existing payment instructions affecting the Assigned Account[s]; and
- (f) that statements shall be supplied to both us and the Security Agent.

We agree that:

- (i) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's prior written consent; and
- (ii) you are authorised to disclose any information in relation to the Assigned Account[s] to the Security Agent at the Security Agent's request.

Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent, [●] at [●] marked for the attention of [●].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

[Name of Chargor]

By: *[Name of signatory]*

ACKNOWLEDGEMENT

To: [●]

We acknowledge receipt of a notice (the "**Notice**") dated [●] 2021 addressed to us by [*Name of Chargor*] (the "**Chargor**") regarding Assigned Account number[s]: [●] (the "**Assigned Account[s]**").

We confirm that:

- (a) we consent to the charge of the Assigned Account[s] and will comply with the terms of the Notice;
- (b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counter-claim, rights of set-off or combination of accounts) over or with respect to all or any part of the Assigned Account[s] and/or the Balances (as defined in the Notice);
- (c) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Assigned Account[s] or the Balances;
- (d) we undertake that, on our becoming aware at any time that any person other than the Security Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Assigned Account[s] or the Balances, we will immediately give written notice of that to the Security Agent;
- (e) no fees or periodic charges are payable in respect of the Assigned Account[s] and/or Balances; and
- (f) we shall operate the Assigned Account[s] in accordance with the terms set out in the Notice.

.....
for and on behalf of
[*Name of account bank*]
By: [*Name of signatory*]
Dated:

SCHEDULE 12

GUARANTEE

1. CONTINUING GUARANTEE

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Debtor or Chargor to a Secured Party under the Debt Documents, regardless of any intermediate payment or discharge in whole or in part.

2. REINSTATEMENT

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Composite Guarantee and Debenture will continue or be reinstated as if the discharge, release or arrangement had not occurred.

3. WAIVER OF DEFENCES

The obligations of each Chargor under this Composite Guarantee and Debenture will not be affected by an act, omission, matter or thing which, but for this Composite Guarantee and Debenture, would reduce, release or prejudice any of its obligations under this Composite Guarantee and Debenture (without limitation and whether or not known to it or to the Security Agent) including:

- (a) any time, waiver or consent granted to, or composition with, any or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (e) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Debt Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Debt Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Document or any other document or security; or

(g) any insolvency or similar proceedings.

4. GUARANTOR INTENT

Without prejudice to the generality of paragraph 3 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

5. IMMEDIATE RECOURSE

Each Chargor waives any right it may have of first requiring any Security Agent (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Composite Guarantee and Debenture. This waiver applies irrespective of any law or any provision of a Debt Document to the contrary.

6. APPROPRIATIONS

Until all amounts which may be or become payable by the Debtors under or in connection with the Debt Documents have been irrevocably paid in full, the Security Agent (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Security Agent (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Composite Guarantee and Debenture.

7. DEFERRAL OF GUARANTORS' RIGHTS

Until all amounts which may be or become payable by the Debtors under or in connection with the Debt Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under this Composite Guarantee and Debenture:

- (a) to be indemnified by a Debtor or a Chargor;

- (b) to claim any contribution from any other guarantor of any Debtor's or Chargor's obligations under the Debt Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by the Security Agent;
- (d) to bring legal or other proceedings for an order requiring any Debtor or any other member of the Group to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Composite Guarantee and Debenture;
- (e) to exercise any right of set-off against any Debtor or any member of the Group; and/or
- (f) to claim or prove as a creditor of any Debtor or any member of the Group in competition with the Security Agent.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent by the Debtors under or in connection with the Debt Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Security Agent.

8. ADDITIONAL SECURITY

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Security Agent.

THE CHARGORS

114

[illegible]

~~Alexander~~ ~~Redford~~
ALEXANDER REDFORD

1. NAME
 2. ADDRESS
 3. CITY
 4. STATE
 5. ZIP
 6. PHONE
 7. TELETYPE
 8. TELEFAX
 9. EMAIL
 10. DATE
 11. SIGNATURE

██████████

[illegible]

ALEXANDER REEFORD

7-1000 CORPORATE LIMITED
-AIRBORNE
10-1000
COMMERCIAL AIRCRAFT
COMMERCIAL AIRCRAFT
ANNOUNCER
ANNOUNCER

THE SECURITY AGENT

SIGNED by Zaffar Hussain)
for and on behalf of **BARCLAYS BANK**)
PLC:)

