



**Registration of a Charge**

Company Name: **BRITANNIA COACH SERVICES LIMITED**

Company Number: **04424894**



XCWSNWE1

Received for filing in Electronic Format on the: **13/02/2024**

**Details of Charge**

Date of creation: **02/02/2024**

Charge code: **0442 4894 0003**

Persons entitled: **APEX FINANCIAL SERVICES SPAIN, S.L.U. AS SECURITY TRUSTEE**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **ASHURST LLP**



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

Company number: 4424894

Charge code: 0442 4894 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2024 and created by BRITANNIA COACH SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2024 .

Given at Companies House, Cardiff on 17th February 2024

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**

**Ashurst**

Execution Version

# Debenture

**Graduation HoldCo Limited**  
as Parent

**The Companies listed in Schedule 1**  
as Charging Companies

**Apex Financial Services Spain, S.L.U (formerly AgenSynd S.L.)**  
as Security Agent

Note: the application of recoveries under this debenture is regulated by the terms of the Intercreditor Agreement

**2 February 2024**

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**THIS DEED** is made on 2 February 2024

**BETWEEN:**

- (1) **Graduation HoldCo Limited (the Parent);**
- (2) **The Companies** listed in Schedule 1 (Charging Companies);
- (3) **Apex Financial Services Spain, S.L.U. (formerly AgenSynd S.L.)** as security trustee for itself and the other Secured Parties (the **Security Agent**, which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**WHEREAS:**

- (A) The Security Agent, the Parent and certain Charging Companies hereto entered into a debenture dated 25 October 2016, under which the Charging Companies (as defined therein) created security over substantially all of their respective assets (the **Existing Debenture**).
- (B) The Existing Debenture was subsequently supplemented by an accession deed dated 25 November 2016, entered into between the New Charging Companies (as defined therein) and the Security Agent (the **First Security Accession Deed**), and as further supplemented by a security accession deed dated 8 October 2018 entered into between the New Charging Companies (as defined therein) and the Security Agent (the **Second Security Accession Deed**).
- (B) The security created by this deed is granted subject to the prior rights of the Secured Parties under the Existing Security (as defined below).

**THE PARTIES AGREE AS FOLLOWS:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this deed:

**Assigned Agreements** means the contracts listed as Assigned Agreements in Schedule 5 (Assigned Agreements (Contracts)) (if any) or listed as Assigned Agreements in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

**Bank Accounts** means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person;

**Book Debts** means all book and other debts of any nature and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements, the Insurances and the Hedging Agreements);

**Cash Collateral Accounts** means the accounts (if any) listed in Part 1 of Schedule 4 (Cash Collateral Accounts (Blocked)) or listed as Cash Collateral Accounts in any Security Accession Deed, and any other Bank Account which is identified in a letter

between the Parent and the Agent as a Mandatory Prepayment Account or which is designated as a Cash Collateral Account by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent, and any replacement account or sub-account of those accounts;

**Charged Property** means the assets mortgaged, charged or assigned to the Security Agent by this deed;

**Charging Companies** means the Parent, each of the companies listed in Schedule 1 (Charging Companies) and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

**Collection Accounts** means any Bank Account of any Charging Company and any replacement account or sub-account of those accounts, including the accounts (if any) listed in Part 2 of Schedule 4 (Collection Accounts (Not Blocked));

**Declared Default** means an Event of Default which has resulted in the Agent exercising any of its rights under clause 26.18 (Acceleration) of the Facilities Agreement;

**Default Basis** means the rate at which interest is payable and the basis for determining payments due, as provided for in clause 12.3 (Default Interest) of the Facilities Agreement;

**Delegate** means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

**Distribution Rights** means all dividends, distributions, interest or other income paid or payable on any Investment, together with all shares or other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**Equipment** means all plant, machinery, vehicles, computers, office and other equipment and all Related Rights, including that equipment (if any) listed in any Security Accession Deed;

**Event of Default** means an Event of Default under the Facilities Agreement;

**Existing Security** means the Existing Debenture, as supplemented by the First Security Accession Deed and the Second Security Accession Deed;

**Facilities Agreement** means the facilities agreement originally dated 25 October 2016, as amended and restated on or around 21 December 2017 and 19 July 2020, as amended on 22 April 2020, 29 June 2020 and 1 March 2021, as amended and restated on 21 May 2021 and as amended on 4 February 2022, 25 October 2022, 7 February 2023, 28 August 2023, 23 October 2023 and 15 December 2023, and as amended pursuant to an amendment letter dated on or around the date hereof, between (among others) the Parent and the Security Agent, under which certain lenders have made available certain facilities to the Original Borrowers;

**Finance Documents** has the meaning given to that term in the Facilities Agreement (including any Hedging Agreement);

**Floating Charge Asset** means an asset charged under clause 3.4 (Floating Charge);

**Hedging Agreements** means each "Hedging Agreement" as defined in the Facilities Agreement;

**Insurances** means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, including those policies (if any) listed in Schedule 9 (Insurance Policies) or in any Security Accession Deed including any key-person policies but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

**Intellectual Property** means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets owned by each Charging Company (which may now or in the future subsist) including the intellectual property rights (if any) listed in Schedule 10 (Material Intellectual Property) or in any Security Accession Deed;

**Intercreditor Agreement** has the meaning given to that term in the Facilities Agreement;

**Intra-Group Loans** means the loans (if any) listed in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Charging Company (or the Obligors' Agent on its behalf) and the Security Agent;

**Investment** means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

**Material Intellectual Property** means Intellectual Property, owned by a Charging Company, that is registered, or in respect of which applications to register have been made, in any member state of the European Union, and which is (in the reasonable opinion of the Security Agent, in consultation with the relevant Charging Company and taking into account the Agreed Security Principles) material to the business of the Group;

**Material Leasehold Property** means all leasehold property beneficially owned by a Charging Company which has an unexpired term of greater than 15 years;

**Obligors** means the Obligors under and as defined in the Facilities Agreement;

**Obligors' Agent** means the Obligors' Agent under and as defined in the Facilities Agreement;

**Property** means all freehold or heritable property with a value of greater than £500,000 (or its equivalent in other currencies) and Material Leasehold Property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in Schedule 2 (Property) and in any Security Accession Deed;

**Receiver** means a receiver or receiver and manager in each case appointed under this deed;

**Related Rights** means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) any monies and proceeds paid or payable in relation to that asset;
- (c) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and



- (d) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset,
- (e) including, in relationship to the Investments, all Distributions Rights;

**Secured Obligations** means all the Liabilities (as defined in the Intercreditor Agreement) 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 (as defined in the Intercreditor Agreement) to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

**Secured Parties** means the Security Agent, any Receiver or Delegate and each of the Senior Creditors (as defined in the Intercreditor Agreement) from time to time but, in the case of each Senior Creditor (as defined in the Intercreditor Agreement), only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.9 (Creditor Accession Undertaking) of the Intercreditor Agreement;

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

**Security Accession Deed** means a deed executed by a member of the Group substantially in the form set out in Schedule 8 (Form of Security Accession Deed); and

**Subsidiary Shares** means all shares owned (whether legally, beneficially or legally and beneficially) by a Charging Company in its Subsidiaries including the shares (if any) listed in Schedule 3 (Subsidiary Shares) or in any Security Accession Deed.

## 1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
  - (i) words and expressions defined in the Facilities Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
  - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facilities Agreement apply equally to the construction of this deed, except that references to the Facilities Agreement or a Finance Document will be construed as references to this deed;
  - (iii) any **Charging Company**, any **Secured Party** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
  - (iv) this **deed** includes any Security Accession Deed;
  - (v) **including** means including without limitation and **includes** and **included** shall be construed accordingly;
  - (vi) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **loss** shall be construed accordingly; and
  - (vii) any clause or Schedule is a reference to, respectively, a clause of and Schedule to this deed and any reference to this deed includes its Schedules.

- (b) The terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 **Facilities Agreement**

In the event of any inconsistency arising between any of the provisions of this deed and the Facilities Agreement, (to the extent permitted by law) the provisions of the Facilities Agreement shall prevail.

### 1.4 **Third Party Rights**

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

## 2. **Covenant to pay**

Each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with their terms.

## 3. **Charging clause**

### 3.1 **Fixed Charges**

Subject to clause 4.1 (Existing Security), each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property including the Property (if any) listed in Schedule 2 (Property); and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
  - (ii) all Subsidiary Shares and corresponding Distribution Rights;
  - (iii) all Investments (other than Subsidiary Shares) and corresponding Distribution Rights;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Cash Collateral Accounts;

- (vii) all Intellectual Property;
- (viii) its goodwill and uncalled capital; and
- (ix) to the extent not effectively assigned by clause 3.2 (Security Assignment):
  - (A) the Assigned Agreements;
  - (B) the Insurances; and
  - (C) the Hedging Agreements.

### 3.2 Security Assignment

- (a) Subject to clause 4.1 (Existing Security), as further security for the payment and discharge of the Secured Obligations, each Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (i) the Assigned Agreements;
- (ii) the Insurances; and
- (iii) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the assigned assets to that Charging Company (or as it shall direct).

- (b) For the avoidance of doubt, prior to the occurrence of a Declared Default, each Charging Company shall (in its sole discretion and in a manner which does not adversely affect the validity or enforceability of the security or cause an Event of Default to occur), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consents) under and in connection with the Assigned Agreements, the Insurances and the Hedging Agreements and be entitled to all proceeds and claims arising therefrom.

### 3.3 Fixed Security

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

### 3.4 Floating Charge

Subject to clause 4.1 (Existing Security), as further security for the payment and discharge of the Secured Obligations, each Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge, including, for the avoidance of doubt, any leasehold property which is not Material Leasehold Property, under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.

### 3.5 **Conversion of Floating Charge**

- (a) Subject to paragraph (b) below, if:
- (i) a Declared Default has occurred; or
  - (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
  - (iii) the Security Agent reasonably considers that it is necessary to protect the priority of the security,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (b) Subject to paragraph (c) below, the floating charge created under this deed may not be converted into a fixed charge in relation to a Charging Company solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Charging Company, or anything done with a view to obtaining such a moratorium.
- (c) Paragraph (b) above does not apply if the floating charge created under this deed is a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

### 3.6 **Automatic Conversion of Floating Charge**

If:

- (a) any Charging Company creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset which is not discharged within two Business Days;
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Charging Company or an administrator is appointed to any Charging Company; or
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to any Charging Company or files such a notice with the court,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

### 3.7 **Leases Restricting Charging**

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Property held by a Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its leasehold interest in that property (each an **Excluded Property**) until the relevant condition or waiver has been satisfied or obtained.

- (b) For each Excluded Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

### 3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property (each an **Excluded Intellectual Property**) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

## 4. Existing Security

### 4.1 Security

- (a) The security granted by each Charging Company in favour of the Security Agent pursuant to clause 3 (Charging Clause) of this deed, will for so long as the Existing Security remains in force, be subject to, and rank second in priority to, the Existing Security.
- (b) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) by a Charging Company under the Existing Security and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again by that Charging Company under this deed, that second assignment will take effect as a fixed charge over that right or asset

and will only take effect as an assignment if the relevant Security created by the Existing Security ceases to have effect at a time when this deed still has effect.

#### **4.2 Consent**

For the purposes of clause 6.2 (Negative Pledge) of the Existing Security, the Security Agent hereby consents to the creation of security pursuant to this deed over the Charged Property (as defined in the Existing Security) and the parties agree that clause 6.2 of the Existing Security shall be read as not prohibiting the creation of security over the Charged Property pursuant to this deed.

#### **5. Further assurance**

5.1 Subject to the Agreed Security Principles, each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law;
- (b) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

5.2 Subject to the Agreed Security Principles, each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

#### **6. Representations and warranties**

##### **6.1 Matters Represented**

Each Charging Company represents and warrants to the Security Agent as set out in clauses 5.2 (Property) and 5.3 (Subsidiary Shares) on the date of this deed and on each day on which a Repeating Representation is repeated or deemed to be repeated.

##### **6.2 Property**

Schedule 2 (Property) identifies all Property situated in England and Wales which is beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that Property which materially and adversely affect the value of that Property or its ability to use that Property for the purposes for which it is currently used.

##### **6.3 Subsidiary Shares**

- (a) As at the date of this deed, it is the legal and beneficial owner of the Subsidiary Shares identified against its name in Schedule 3 (Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.

#### 6.4 **Insurances**

- (a) It is the legal and beneficial owner of each Insurance to which it is a party.
- (b) All premiums and other monies payable in respect of each Insurance have been duly and promptly paid in full.
- (c) Each Insurance is in full force and effect.
- (d) It has not made any false declaration or misstatement in support of obtaining any of the Insurances.
- (e) It has disclosed to the insurers of each Insurance all materials facts.

### 7. **Undertakings - general**

#### 7.1 **Duration of Undertakings**

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

#### 7.2 **Negative Pledge**

No Charging Company may create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property except as permitted by and in accordance with the Facilities Agreement and other than pursuant to the Existing Security and this deed.

#### 7.3 **Disposal Restrictions**

No Charging Company may:

- (a) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property; or
- (b) assign or otherwise dispose of:
  - (i) any interest in any Bank Account; or
  - (ii) any right, title or interest in relation to any Bank Account maintained with the Security Agent,

except as permitted by and in accordance with the Facilities Agreement.

#### 7.4 **Preservation of Charged Property**

- (a) Each Charging Company will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all the Charged Property.
- (b) No Charging Company may vary any lease, licence, contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Parties.
- (c) Each Charging Company will enforce the due observance and performance of all material covenants given for its benefit in relation to the Charged Property. In the event that legal action is necessary to give effect to this covenant, the relevant Charging Company will promptly notify the Security Agent of any

intended action which relates to any Charged Property which has been assigned by way of security under this deed.

## **7.5 Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Charging Company will promptly deliver to the Security Agent all documents relating to the Charged Property which the Security Agent from time to time reasonably requires.
- (b) The Security Agent may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the relevant Charging Company (or its nominee) before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice.

## **7.6 Power to Remedy**

If a Charging Company fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent notifying the Obligors' Agent that remedy is required, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

## **8. Property**

### **8.1 Maintenance**

Each Charging Company will keep in good and substantial repair all of the Property.

### **8.2 Inspection**

At any time whilst an Event of Default is continuing, each Charging Company will permit the Security Agent and any person nominated by the Security Agent to enter into any Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Property and will remedy any material defect or want of repair forthwith after service by the Security Agent of notice of the defect or want of repair.

### **8.3 Property Acquisitions**

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in Property for an aggregate consideration of (or which interest in Property has an aggregate value of) more than £500,000.

### **8.4 Leases**

Each Charging Company shall:

- (a) comply in all material respects with all covenants and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Property;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to any Property save where failure to do so would not have or would not be reasonably likely to have a Material Adverse Effect;



- (c) not accept any surrender of any lease of Property in respect of which it is the lessor, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent;
- (d) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term;
- (e) give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Property; and
- (f) within 14 days of the execution of this deed, give written notice to each landlord under a lease of a Sale and Leaseback Property of the security interest in relevant lease created by the deed.

#### 8.5 **Perfection of Property Security**

- (a) Each Charging Company will, promptly following execution of this deed or (if later) acquisition of Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.
- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:
- (c) "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 [●] (as security agent) referred to in the charges register."
- (d) Subject to the terms of the Facilities Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (e) In respect of any part of the Charged Property title to which is registered at the Land Registry, each Charging Company certifies that the security created by this deed does not contravene any of the provisions of its articles of association.

## 9. **Investments**

### 9.1 **Investment Acquisitions**

Each Charging Company will promptly notify the Security Agent if it acquires, or enters any agreement to acquire, any interest in an Investment.

### 9.2 **Voting and Distribution Rights**

- (a) Until a Declared Default occurs, the relevant Charging Company may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any terms of the Finance Documents or which is prejudicial to the interests of the Secured Parties under this deed or the value of the security given by this deed or the realisation of the same.
- (b) On and after the occurrence of a Declared Default:
  - (i) the relevant Charging Company will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Cash Collateral Account; and
  - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Charging Company will promptly comply with any direction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Charging Company the authority to direct the exercise of the disclaimed right, as if a Declared Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

### 9.3 **Perfection of Investments Security**

Each Charging Company will promptly following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Agent (or as it shall direct)(and in any event within three Business Days of execution of this deed or the acquisition, as applicable (provided that, if the relevant stock transfer forms require stamping by any competent authority (including but not limited to, HMRC), the relevant Charging Company shall deliver such stock transfer forms and share certificates to the Security Agent within three Business Days of such authority returning such stock transfer forms

to the relevant Charging Company)) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence a Declared Default to complete, under its power of attorney given by clause 15 (Attorney) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or its nominee(s).

**10. Equipment**

**10.1 Maintenance**

Each Charging Company will keep all Equipment in which it has an interest comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order where failure to do so would be reasonably likely to have a Material Adverse Effect.

**11. Book debts**

**11.1 Collection of Book Debts**

Prior to the occurrence of a Declared Default the proceeds of all Book Debts shall (subject to any restriction on the application of such proceeds contained in this deed or in the Finance Documents), upon such proceeds being credited to a Collection Account be released from the fixed charges created pursuant to clause 3.1 (Fixed Charge) above and the relevant Charging Company shall be entitled to withdraw such proceeds from such Collection Account in the normal course of its business (provided that such proceeds shall, for such time as they remain held by the Charging Company, continue to be subject to the Floating Charge created pursuant to clause 3.4 (Floating Charge) of this deed).

**11.2 Restriction on Dealings**

Without prejudice to clause 6.2 (Negative Pledge) and clause 6.3 (Disposal Restrictions) no Charging Company may charge, factor, discount, assign or otherwise transfer any of the Book Debts in favour of any other person, or purport to do so unless permitted by the Facilities Agreement or with the prior consent of the Security Agent.

**12. Bank accounts**

**12.1 Withdrawals from Cash Collateral Accounts**

No Charging Company may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent.

**12.2 Perfection of Bank Account Security**

Each Charging Company will, promptly following execution of this deed or (if later) the opening of a Collection Account or the designation of a Bank Account as a Cash Collateral Account (and in any event within five Business Days of the security being granted):

- (a) give notice (substantially in the form set out in Schedule 7 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account or Cash Collateral Account (each an **Account Bank**), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and

- (b) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service of that notice.

### 13. **Intellectual property**

#### 13.1 **Intellectual Property Acquisitions**

Each Charging Company will promptly notify the Security Agent if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business.

#### 13.2 **Perfection of Intellectual Property Security**

Each Charging Company appoints the Security Agent as its agent to apply for the Secured Parties' interest in that Charging Company's Material Intellectual Property to be recorded on any of the following registers, in the Security Agent's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

### 14. **Hedging agreements and assigned agreements**

#### 14.1 **Performance and Maintenance of Agreements**

Each Charging Company will not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Hedging Agreements or Assigned Agreements, except:

- (a) (in the case of the Hedging Agreements) as permitted by the Intercreditor Agreement;
- (b) (in the case of the Assigned Agreements) in any manner not prohibited by the Finance Documents; or
- (c) (in either case) with the prior consent of the Security Agent.

#### 14.2 **Proceeds of Assigned Agreements**

Each Charging Company will, as agent for the Security Agent, collect all amounts payable to it under the Assigned Agreements and promptly pay those monies into:

- (a) such accounts (if any) as are required or permitted by the Facilities Agreement; or
- (b) otherwise, a Cash Collateral Account,

and, pending that payment, hold those proceeds on trust for the Security Agent.

#### 14.3 **Perfection of Agreements Security**

Each Charging Company will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, promptly thereafter)(and in any event within five Business Days of the security being granted):

- (a) give notice (substantially in the form set out in the relevant part of Schedule 6 (Forms of notice to counterparties)) to the other parties to the Assigned Agreements and Hedging Agreements of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service of that notice.

## 15. **Insurances**

### 15.1 **Undertakings**

Each Charging Company shall use reasonable endeavours to ensure that the Insurances in respect of which it is an insured party:

- (a) contain a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against the Security Agent in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party or any circumstances beyond the control of an insured party and a waiver of all rights of subrogation against the Security Agent if the Security Agent is not named as co-insured;
- (b) contain terms providing that they shall not be invalidated so far as the Security Agent is concerned for failure to pay any premium due without the insurer first giving to the Security Agent not less than 14 days' written notice; and
- (c) are endorsed with a copy of the relevant notice of assignment.

### 15.2 **Proceeds of Insurances**

If a Declared Default has occurred, all moneys received by virtue of any Insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or (except in the case of Material Leasehold Property) in reduction of the Indebtedness.

### 15.3 **Perfection of Insurances Security**

- (a) Each Charging Company will, promptly following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter) (and in any event within five Business Days of the security being granted):
  - (i) give notice (substantially in the form set out in the relevant part of Schedule 6 (Forms of notice to counterparties)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service of that notice.

- (b) Each Charging Company will, promptly following request by the Security Agent, deposit with the Security Agent (or as it shall direct) copies of all policy documents relating to the Insurances.

## 16. **Attorney**

16.1 Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Charging Company is required to do by the terms of any Finance Document; or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law,

and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

16.2 The power given under paragraph (a) may be exercised at any time after:

- (a) the expiry of five Business Days following the failure by the relevant Charging Company to do that which it is required to do by the terms of this deed;
- (b) the expiry of 15 Business Days following the failure by the relevant Charging Company to do that which it is required to do by the terms of any Finance Document; or
- (c) a Declared Default has occurred.

## 17. **Enforcement**

### 17.1 **Exercise of Enforcement Powers**

At any time after a Declared Default has occurred:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

### 17.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraphs (d) and (e) below, if:
  - (i) a Declared Default has occurred; or
  - (ii) so requested by the relevant Charging Company,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.

- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 in relation to a Charging Company, other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

### 17.3 **Appropriation**

- (a) In this deed, **financial collateral** has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226).
- (b) If a Declared Default has occurred the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

### 17.4 **Restriction on Withdrawal of Dealing Authority**

The Security Agent shall not be entitled to give any notice referred to (as the case may be) in paragraphs 1(a) and 2(b) of the notice in the form of Schedule 7 (Form of notice to Account Banks) or paragraph 2 of the notices in Part 1 or Part 2 of Schedule 6 (Forms of Notices to Counterparties) unless and until a Declared Default has occurred or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen in relation to the relevant asset.

## 18. **Extension and variation of statutory powers**

### 18.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

**18.2 Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

**18.3 Powers of Leasing**

The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

**18.4 Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

**19. Status, powers, removal and remuneration of receiver****19.1 Receiver as Agent**

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him except in the case of gross negligence or wilful misconduct of a Receiver. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

**19.2 Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the relevant Charging Company, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;



- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 18.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

### **19.3 Removal of Receiver**

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

### **19.4 Remuneration of Receiver**

The Security Agent (acting in good faith) may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

### **19.5 Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

## 20. **Protection of third parties**

### 20.1 **No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### 20.2 **Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

## 21. **Protection of security agent and receiver**

### 21.1 **Role of Security Agent**

The provisions set out in clause 30 (Role of the Agent, the Arranger, and Others) of the Facilities Agreement and clause 19 (The Security Agent) of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

### 21.2 **Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

### 21.3 **No Liability**

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its, his or her gross negligence or wilful default.

### 21.4 **Possession of Charged Property**

Without prejudice to clause 20.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

## 22. **Application of enforcement proceeds**

### 22.1 **Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company.

**22.2 Suspense Account**

- (a) Until the Secured Obligations are paid in full, (or the recoveries or proceeds of enforcement received by the Security Agent are sufficient to discharge the Secured Obligations in full) each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

**23. Protection of security****23.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing unless and until discharged by the Security Agent.

**23.2 Other Security**

- (a) Other than where expressly stated in this deed, this security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations, provided that if any payment, performance or settlement, has been made in respect of a Secured Obligation in accordance with the Existing Security, then that payment, performance or settlement of that Secured Obligation will satisfy that Secured Obligation for the purposes of this deed.
- (b) The Existing Security will remain in full force and effect.
- (c) This security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

**23.3 Cumulative Powers**

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

**23.4 Amounts Avoided**

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

**23.5 Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of any Charging Company or other Obligor, or in respect of any security for those obligations or otherwise) is made by a Secured Party 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 Charging Company under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

**23.6 Waiver of Defences**

The obligations of each Charging Company under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement (other than, subject to clause 22.5 above, an irrevocable and unconditional release by the Security Agent of each Charging Company from its obligations under this deed);
- (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 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 any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

**23.7 Non-competition**

Until all amounts which may be or become payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Agent otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Charging Company's liability under this deed;

- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Charging Company shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 21 (Application of Enforcement Proceeds).

#### **23.8 Release of Right of Contribution**

If any Charging Company (a **Retiring Charging Company**) ceases to be a Charging Company in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Charging Company, then on the date such Charging Company ceases to be a Charging Company:

- (a) that Charging Company is released by each other Charging Company from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Charging Company arising by reason of the performance by any other Charging Company of its obligations under the Finance Documents; and
- (b) each other Charging Company waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Charging Company.

#### **23.9 Subsequent Security - Ruling-off Accounts**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Facilities Agreement) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Obligors' Agent), as from the time it receives that notice, all payments made by the relevant Charging Company to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Obligations.

#### **23.10 Redemption of Prior Charges**

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **24. Set-off**

Following the occurrence of a Declared Default, any Secured Party may set off any matured obligation due from a Charging Company under the Finance Documents (to the

extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**25. Changes to parties**

**25.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents, provided that the Security Agent also assigns or otherwise transfers the equivalent rights it has under the Existing Security to the same assignee in accordance with the Finance Documents.

**25.2 Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 29 (Changes to the Obligors) of the Facilities Agreement and clause 20 (Changes to the Parties) of the Intercreditor Agreement and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

**25.3 Consent of Charging Companies**

Each Charging Company consents to the accession to this deed of additional Charging Companies and agrees that any such accession will be in no way prejudice the Security granted by it, or affect the covenants given by it, in this deed.

**26. Currency**

**26.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

**26.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

**27. Miscellaneous**

**27.1 Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**27.2 Failure to Execute**

Failure by one or more parties (**Non-Signatories**) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

**27.3 Covenant to Release**

Once all the Secured Obligations have been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any member of the Group, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which is necessary to release (without any representation or warranty) the Charged Property from the security constituted by this deed.

**28. Governing law and jurisdiction**

- (a) This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a **Dispute**).
- (c) The parties to this deed 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.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

## Schedule 1

### Charging Companies

Name	Registered Number
Graduation Holdco Limited	10344566
Graduation Bidco Limited	10216479
Inspiring Learning Services Limited	06612409
Inspiring Learning (Holdings) Limited	06323443
Inspiring Learning Limited	06323699
CB (Oldco) Limited	04109413
Kingswood Learning and Leisure Group Limited	03476432
Camp Beaumont Day Care Limited	02670032
London Day Camps Limited	07807769
Kingswood (Isle of Wight) Limited	03369271
Britannia Coach Services Limited	04424894
Kingswood Colomendy Limited	05897187
Kingswood Day Camps Limited	06356655
Sfern Lodge Limited	05025194



## Schedule 2

### Property

#### Part 1 – Registered Land

Chargor	Property Type	Address	Title Number
Kingswood Learning and Leisure Group Limited	Leasehold and Freehold	Grosvenor Hall, Kennington, Ashford TN25 4AJ	K121451 (freehold) TT57963 (leasehold)
Kingswood Learning and Leisure Group Limited	Leasehold and Freehold	Dearne Valley, Denaby Main, Doncaster	SYK590286 (freehold) SYK644563 (leasehold)
Kingswood Learning and Leisure Group Limited	Leasehold and Freehold	Kingswood Centre, West Runton	NK185668 & NK222787 (freehold) NK463353 (leasehold)
Kingswood Learning and Leisure Group Limited	Leasehold and Freehold	Kingswood, Overstrand Hall, 48 Cromer Road, Norfolk	NK205248 (freehold) NK463350 (leasehold)
Kingswood Learning and Leisure Group Limited	Leasehold and Freehold	Land and Buildings to the south west of Albrighton Road, Albrighton	SF286381 (freehold) SF620856 (leasehold)
Kingswood Learning and Leisure Group Limited	Leasehold	The Colomendy Centre of Ruthin Road, Loggerheads, Mold	CYM352113
Kingswood Learning and Leisure Group Limited	Leasehold	Dukeshouse Wood Centre, Fellside, Hexham	ND156279
Kingswood Learning and Leisure Group Limited	Leasehold	Isle of Wight, Old School Buildings, Hillway Road, Bembridge, Isle of Wight	IW77645 and IW77680
Kingswood Learning and Leisure Group Limited	Leasehold	Scout Dike Outdoor Centre, Huddersfield Road, Penistone, Sheffield	SYK542779

Chargor	Property Type	Address	Title Number
Skern Lodge Limited	Leasehold	Skern Lodge, Watertown, Appledore, Bideford, EX39 1NG	DN395436 & DN581144

**Part 2 – Unregistered Land**

None as at the date of this deed

## Schedule 3

### Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Graduation Holdco Limited	Graduation Bidco Limited	34,530,000 ordinary shares of £1.00	Not applicable
Graduation Bidco Limited	Inspiring Learning Services Limited	34,530,000 ordinary shares of £1.00	Not applicable
Inspiring Learning Services Limited	Inspiring Learning (Holdings) Limited	2,258,987,075 ordinary shares of £0.01 6,000,375 ordinary shares of £1.00	Not applicable
Inspiring Learning (Holdings) Limited	Inspiring Learning Limited	1,029,858,689 ordinary A shares of £0.01	Not applicable
	In2Action Limited	100,000 ordinary shares of £0.01	Not applicable
	Inspiring Learning Asia Limited	50,000 ordinary B shares of £0.01	Not applicable
Inspiring Learning Limited	CB (Oldco) Limited	2 ordinary shares of £1.00	Not applicable
	Kingswood Day Camps Limited	119,000 ordinary shares of £1.00	Not applicable
	Kingswood Learning and Leisure Group Limited	2 ordinary shares of £1.00	Not applicable
	Outdoor Education (Holdings) Limited	1,446,748,956 A Ordinary Shares 24,444 B ordinary shares	Not applicable
Kingswood Learning and Leisure Group Limited	Camp Beaumont Day Care Limited	10,000 ordinary shares of £1.00	Not applicable
	Kingswood (Isle of Wight) Limited	2 ordinary shares of £1.00	Not applicable

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
	Kingswood Centre Limited	2 ordinary shares of £1.00	Not applicable
	Skern Lodge Limited	100 ordinary shares	Not applicable
	Britannia Coach Services Limited	36506 ordinary shares	Not applicable
	The Ultimate Adventure Centre Limited	100 Ordinary shares	Not applicable
	Kingswood Colomendy Limited	1 Ordinary Share	Not applicable
Camp Beaumont Day Care Limited	London Day Camps Limited	25,000 ordinary shares of £1.00	Not applicable

## Schedule 4

### Accounts

#### Part 1 – Cash Collateral Accounts (Blocked)

None at the date of this deed.

#### Part 2 – Collection Accounts (Not blocked)

Chargor	Account Number	Sort Code	Account Bank
Graduation Bidco Limited	██████████	██████████	National Westminster Bank PLC
Inspiring Learning Services Limited	██████████	██████████	National Westminster Bank PLC
Inspiring Learning (Holdings) Limited	██████████	██████████	National Westminster Bank PLC
Inspiring Learning Limited	██████████	██████████	National Westminster Bank PLC
CB (Oldco) Limited	n/a	n/a	n/a
Kingswood Learning and Leisure Group Limited	██████████	██████████	National Westminster Bank PLC
Camp Beaumont Day Care Limited	██████████	██████████	National Westminster Bank PLC
Britannia Coach Services Limited	██████████	██████████	National Westminster Bank PLC
Kingswood Colomendy Limited	██████████	██████████	National Westminster Bank PLC
Skern Lodge Limited	██████████	██████████	National Westminster Bank PLC
	██████████	██████████	The Royal Bank of Scotland plc

## Schedule 5

### Assigned Agreements (Contracts)

1. A sale and purchase agreement made between Inspiring Learning Group Limited and Graduation Bidco Limited entered into on or about the date of this deed in respect of the sale and purchase of the entire issued share capital of Inspiring Learning Services Limited.
2. A management warranty deed executed by Graduation Bidco Limited, the Warrantors (as defined therein) and the Other Management Shareholders (as defined therein) dated on or about the date of this deed relating to the sale and purchase of the entire issued share capital of Inspiring Learning Services Limited

## Schedule 6

### Forms of notice to counterparties

#### Part 1 – Form of notice to counterparties of Assigned Agreements/Hedging Agreements

To: **[insert name and address of counterparty]**

Dated: **[●]**

Dear Sirs

**Re: [here identify the relevant Assigned Agreement/Hedging Agreement] (the Agreement)**

We notify you that **[insert name of Charging Company]** (the **Charging Company**) has assigned to **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties (the **Secured Parties**) all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company and others to the Secured Parties.

We further notify you that:

1. the Charging Company may not amend or terminate the Agreement without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) except in respect of any prior notice that was served under [a debenture dated 25 October 2016]/ [an accession deed dated 25 November 2016]/ [an accession deed dated 8 October 2018]<sup>1</sup> executed by the Charging Company in favour of the Security Agent, you have not received notice that the Charging Company has

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<sup>1</sup> Note: Delete as appropriate.

assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

***[insert name of Charging Company]***



**[On acknowledgement copy]**

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

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

**Name:**

for and on behalf of

**[insert name of Counterparty]**

**Dated: [●]**

## Part 2 – Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: **[●]**

Dear Sirs

**Re: [here identify the relevant insurance policy(ies)] (the Policies)**

We notify you that **[insert name of Charging Company]** (the **Charging Company**) has assigned to **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties (the **Secured Parties**) all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Charging Company and others to the Secured Parties. The Charging Company remains the insured person under the Policies.

We further notify you that:

1. the Charging Company may not amend or terminate the Policies without the prior written consent of the Security Agent;
2. you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter, the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have noted the Security Agent's interest as first mortgagee on the Policies;
- (c) [after receipt of written notice in accordance with paragraph 2 above,] you will pay all monies to which the Charging Company is entitled under the Policies to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (e) except in respect of any prior notice that was served under [a debenture dated 25 October 2016]/ [an accession deed dated 25 November 2016]/ [an accession deed dated 8 October 2018]<sup>2</sup> executed by the Charging Company in favour of the Security Agent, you have not received notice that the Charging Company has assigned or charged its rights under the Policies to a third party or created any

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<sup>2</sup> Note: Delete as appropriate.

other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and

- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

***[insert name of Charging Company]***

**[On acknowledgement copy]**

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

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....

**Name:**

for and on behalf of

**[insert name of insurance company]**

Dated: [●]

## Schedule 7

### Form of notice to Account Banks

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

Dated: **[●]**

Dear Sirs

**Re: The [●] Group of Companies - Security over Bank Accounts**

We notify you that the companies identified in the schedule to this notice (together with the Parent, the **Customers**) have charged in favour of **[insert name of Security Agent]** (the **Security Agent**) for the benefit of itself and certain other parties all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the **Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) the Security Agent will have sole signing rights to the Charged Accounts designated as "Blocked" in the schedule below and therefore the Customers may not withdraw any monies from such "Blocked" Charged Accounts without first having obtained the prior written consent of the Security Agent;
  - (b) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
  - (c) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Parent) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) except in respect of any prior notice that was served under [a debenture dated 25 October 2016]/ [an accession deed dated 25 November 2016]/ [an accession

deed dated 8 October 2018]<sup>3</sup> executed by the Charging Company in favour of the Security Agent, you have not received notice that any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

**Schedule**

Customer	Account Number	Sort Code	Status
[●]	[●]	[●]	[Blocked][Not blocked]

Yours faithfully,

.....

**Name:**

for and on behalf of

**[Insert name of Obligors' Agent]**

as agent for and on behalf of

all of the Customers

Counter-signed by

.....

**Name:**

for and on behalf of

**[Insert name of Security Agent]**

<sup>3</sup> Note: Delete as appropriate.



**[On acknowledgement copy]**

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

Copy to: **[Insert name of Obligors' Agent ]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....

**Name:**

for and on behalf of

**[Insert name of Account Bank]**

Dated: [●]



## Schedule 8

### Form of Security Accession Deed

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY  
CONSIDER OTHER NECESSARY FILINGS]**

**THIS SECURITY ACCESSION DEED** is made on [●] 20[●]

#### **BETWEEN:**

- (1) [●] (a company incorporated in [●] with registered number [●]) (the **New Charging Company**); and
- (2) [●] as security trustee for itself and the other Secured Parties (the **Security Agent**).

#### **RECITAL:**

This deed is supplemental to a debenture dated [●] between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and/or amended by earlier Security Accession Deeds (if any) (the **Debenture**).

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **1. Interpretation**

###### **1.1 Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

###### **1.2 Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

##### **2. Accession of New Charging Company**

###### **2.1 Accession**

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

###### **2.2 Covenant to Pay**

The New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment in accordance with their terms.

###### **2.3 Fixed Charges**

The New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its

right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in Appendix A (Property)); and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
  - (ii) all Subsidiary Shares (including as specified in Appendix B (Subsidiary Shares)) and corresponding Distribution Rights;
  - (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Cash Collateral Accounts (including as specified in Appendix C (Cash Collateral Accounts (Blocked)));
  - (vii) all Intellectual Property (including as specified in Appendix D (Intellectual Property));
  - (viii) its goodwill and uncalled capital; and
  - (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
    - (A) the Assigned Agreements;
    - (B) the Insurances; and
    - (C) the Hedging Agreements.

## 2.4 **Security Assignment**

- (a) As further security for the payment and discharge of the Secured Obligations, the New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:
  - (i) the Assigned Agreements (including as specified in Appendix E (Assigned Agreements));
  - (ii) the Insurances (including as specified in Appendix F (Insurance Policies)); and
  - (iii) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the assigned assets to the New Charging Company (or as it shall direct).

- (b) For the avoidance of doubt, prior to the occurrence of a Declared Default, the New Charging Company shall (in its sole discretion and in a manner which does not adversely affect the validity or enforceability of the security or cause an Event

of Default to occur), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consents) under and in connection with the Assigned Agreements, the Insurances and the Hedging Agreements and be entitled to all proceeds and claims arising therefrom.

## 2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, the New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

## 3. **Incorporation into Debenture**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to **this deed** will be deemed to include this deed.

## 4. **Notices**

The New Charging Company confirms that its address details for notices in relation to clause [●] (Notices) of the Facilities Agreement are as follows:

Address: [●]

Facsimile: [●]

Email: [●]

Attention: [●]

## 5. **Law**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

## Appendix A

### Property

## Appendix B

### Subsidiary Shares

## Appendix C

### Accounts

#### **Part A – Cash Collateral Accounts (Blocked)**

#### **Part B – Collection Accounts (Not blocked)**

## Appendix D

### Intellectual Property

## Appendix E

### Assigned Agreements



## Appendix F

### Insurance Policies

Signatures to Deed of Accession

New Charging Company

Executed as a deed by [*insert name in* )  
*bold and upper case*] )  
acting by [a director and its )  
secretary/two directors]: )

Director

Director/Secretary

Notice Details

Address:

Facsimile:

Email:

Attention:

OR

Executed as a deed by )  
[insert name of company in bold and )  
upper case] acting by [insert name of )  
director]: )

Signature of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....

Occupation of witness .....

Notice Details

Address:

Facsimile:

Email:

Attention:

**The Security Agent**

Signed by )  
 )  
for and on behalf of [***insert name in bold*** )  
***and upper case***]: )

**Notice Details**

**Address:**

**Facsimile:**

**Email:**

**Attention:**

## Schedule 9

### Insurance Policies

Insurer	Policy Number	Effective Date	Termination Date	Insured
				Property
				Business
Liberty	1000519205-02	1 December 2023	31 March 2024	Interruption
				Employers Liability
				Public/Products Liability
Chubb European Group SE	UKCASC87975	1 December 2023	31 March 2024	Excess Employers Liability
				Excess Public Liability
Axa XL	TULTOL00571816	1 December 2023	30 November 2024	Tour Operators Liability including Professional Indemnity
Aioi Nissay Dowa Insurance UK Limited	A603199	1 December 2023	30 November 2024	Motor Fleet
DAS Legal Expenses Ins Co Ltd	TS0/4017525	1 December 2023	30 November 2024	Motor Uninsured Loss Recovery
CHUBB European Group SE	UKBBBC94359	1 December 2023	30 November 2024	Personal Accident & Travel
RSA	RSAP2954443200	1 December 2023	30 November 2024	Computers
Bishop Skinner Marine	6126564	31 July 2023	30 July 2024	Rib insurance
Allianz Insurance plc	NZ/28677017	1 December 2023	30 November 2024	Engineering Inspection
CFC Underwriting Limited	ESM0039714847	21 July 2023	1 December 2024	Cyber Insurance
Axa XK	PQ0523146	16 February 2023	16 February 2024	Professional Indemnity (In2Action only)

## Schedule 10

## Material Intellectual Property

Trademark	Country	Class	Proprietor	Registration/application number	Renewal Date
<b>EDUCATION TRAVEL GROUP</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012448478	19/12/2023
<b>KINGSWOOD</b>	EUTM	39,41 & 43	Inspiring Learning Services Limited	012448304	19/12/2023
<b>EDUCATION TRAVEL GROUP</b>	United Kingdom	39,41 & 43	Inspiring Learning Services Limited	UK00912448478	19/12/2023
<b>KINGSWOOD</b>	United Kingdom	39,41 & 43	Inspiring Learning Services Limited	UK00912448304	19/12/2023
<b>CAMP BEAUMONT INSPIRING LEARNING</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012769626	7/04/2024
<b>KINGSWOOD INSPIRING LEARNING</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012769576	7/04/2024
<b>CAMP BEAUMONT INSPIRING LEARNING</b>	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00912769626	7/04/2024
<b>KINGSWOOD INSPIRING LEARNING</b>	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00912769576	7/04/2024
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012778619	09/04/2024
	EUTM	39, 41 & 43	Inspiring Learning	012778742	09/04/2024

Trademark	Country	Class	Propriet or	Registration/applicat ion number	Renewal Date
			Services Limited		
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012778684	09/04/2024
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012778858	09/04/2024
<b>THE ACADEMIES</b>	EUTM	39 & 43	Inspiring Learning Services Limited	012776605	09/04/2024
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012778908	09/04/2024
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	012778932	09/04/2024
	United Kingdo m	39, 41 & 43	Inspiring Learning Services Limited	UK00912778619	09/04/2024
	United Kingdo m	39, 41 & 43	Inspiring Learning Services Limited	UK00912778742	09/04/2024
	United Kingdo m	39, 41 & 43	Inspiring Learning Services Limited	UK00912778684	09/04/2024
	United Kingdo m	39, 41 & 43	Inspiring Learning Services Limited	UK00912778858	09/04/2024
<b>THE ACADEMIES</b>	United Kingdo m	39 & 43	Inspiring Learning Services Limited	UK00912776605	09/04/2024

Trademark	Country	Class	Proprietor	Registration/application number	Renewal Date
	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00912778908	09/04/2024
	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00912778932	09/04/2024
<b>Kingswood Camps</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	013590054	18/12/2024
	EUTM	39, 41 & 43	Inspiring Learning Services Limited	013586128	18/12/2024
<b>Kingswood Camps</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	UK00913590054	18/12/2024
	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00913586128	18/12/2024
<b>Kingswood Day Camps</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	013797551	05/03/2025
<b>Kingswood Day Camps</b>	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00913797551	05/03/2025
<b>CAMP BEAUMONT</b>	EUTM	39, 41 & 43	Inspiring Learning Services Limited	005404884	20/10/2026
<b>CAMP BEAUMONT</b>	United Kingdom	39, 41 & 43	Inspiring Learning Services Limited	UK00905404884	20/10/2026





Signatures to Debenture

Charging Companies

Parent

Executed as a deed by )  
GRADUATION HOLDCO LIMITED: )  
)  
)

Signature of director .....  
Signature of witness .....  
Name of witness Alex williamson .....  
Address of witness .....  
.....  
.....  
Occupation of witness .....

Executed as a deed by )  
GRADUATION BIDCO LIMITED: )  
)  
)

Signature of director .....  
Signature of witness .....  
Name of witness Alex williamson .....  
Address of witness .....  
.....  
.....  
Occupation of witness .....

Executed as a deed by )  
**INSPIRING LEARNING SERVICES** )  
**LIMITED:** )  
)

Signature of director .....  
DocuSigned by: [Redacted] ECBA7F987AABA

Signature of witness .....  
DocuSigned by: [Redacted] ECBA7F987AABA

Name of witness **Alex Williamson** .....

Address of witness .....  
[Redacted Address]

Occupation of witness .....  
[Redacted Occupation]

Executed as a deed by )  
**INSPIRING LEARNING (HOLDINGS)** )  
**LIMITED:** )  
)

Signature of director .....  
DocuSigned by: [Redacted] ECBA7F987AABA

Signature of witness .....  
DocuSigned by: [Redacted] ECBA7F987AABA

Name of witness **Alex Williamson** .....

Address of witness .....  
[Redacted Address]

Occupation of witness .....  
[Redacted Occupation]

Executed as a deed by )  
**INSPIRING LEARNING LIMITED:** )  
 )  
 )

Signature of director .....  
DocuSigned by:  
FFC6A1F92B7A1BA...

Signature of witness .....  
DocuSigned by:  
75B3F5A2A9324F...

Name of witness **Alex williamson** .....

Address of witness [Redacted]

.....  
.....  
Occupation of witness [Redacted] .....

Executed as a deed by )  
**CB (OLD CO) LIMITED:** )  
 )  
 )

Signature of director .....  
DocuSigned by:  
FFC6A1F92B7A1BA...

Signature of witness .....  
DocuSigned by:  
75B3F5A2A9324F...

Name of witness **Alex williamson** .....

Address of witness [Redacted]

.....  
.....  
Occupation of witness [Redacted] .....

Executed as a deed by )  
**KINGSWOOD LEARNING AND LEISURE** )  
**GROUP LIMITED:** )  
 )

Signature of director .....  
DocuSigned by: [Redacted Signature] FFCBA7FF987A4BA...

Signature of witness .....  
DocuSigned by: [Redacted Signature] FFCBA7FF987A4BA...

Name of witness **Alex williamson** .....

Address of witness [Redacted Address] .....

Occupation of witness [Redacted Occupation] .....

Executed as a deed by )  
**CAMP BEAUMONT DAY CARE LIMITED:** )  
 )  
 )

Signature of director .....  
DocuSigned by: [Redacted Signature] FFCBA7FF987A4BA...


Signature of witness .....  
DocuSigned by: [Redacted Signature] FFCBA7FF987A4BA...


Name of witness **Alex williamson** .....

Address of witness [Redacted Address] .....

Occupation of witness [Redacted Occupation] .....

Executed as a deed by )  
**LONDON DAY CAMPS LIMITED:** )  
 )  
 )

Signature of director ..... 


Signature of witness ..... 

Name of witness **Alex williamson** .....

Address of witness 

Occupation of witness 

Executed as a deed by )  
**KINGSWOOD (ISLE OF WIGHT)** )  
**LIMITED:** )  
 )

Signature of director ..... 

Signature of witness ..... 

Name of witness **Alex williamson** .....

Address of witness 

Occupation of witness 

Executed as a deed by )  
**BRITANNIA COACH SERVICES** )  
**LIMITED:** )  
 )

Signature of director ..... DocuSigned by: [Redacted Signature] .....  
..... PFCBA7F987AABA.....

Signature of witness ..... DocuSigned by: [Redacted Signature] .....  
..... 75E0789B48C34FC.....

Name of witness ..... **Alex williamson** .....

Address of witness [Redacted Address]

.....  
.....  
Occupation of witness [Redacted Occupation] .....

Executed as a deed by )  
**KINGSWOOD COLOMENDY LIMITED:** )  
 )  
 )

Signature of director ..... DocuSigned by: [Redacted Signature] .....  
..... PFCBA7F987AABA.....

Signature of witness ..... DocuSigned by: [Redacted Signature] .....  
..... 75E0789B48C34FC.....

Name of witness ..... **Alex williamson** .....

Address of witness [Redacted Address]

.....  
.....  
Occupation of witness [Redacted Occupation] .....

Executed as a deed by )  
KINGSWOOD DAY CAMPS LIMITED: )  
)  
)

Signature of director ..... DocuSigned by: [Redacted Signature] FFC2A7FF987A4BA...

Signature of witness ..... DocuSigned by: [Redacted Signature] 7AE9769548334F-C...

Name of witness Alex williamson .....

Address of witness [Redacted Address] .....

Occupation of witness [Redacted Occupation] .....

Executed as a deed by )  
SKERN LODGE LIMITED: )  
)  
)

Signature of director ..... DocuSigned by: [Redacted Signature] FFC2A7FF987A4BA...

Signature of witness ..... DocuSigned by: [Redacted Signature] 7AE9769548334F-C...

Name of witness Alex williamson .....

Address of witness [Redacted Address] .....

Occupation of witness [Redacted Occupation] .....

Notice Details of Charging Companies

Address: [●] 2nd Floor, 1 Jubilee Street, Brighton, BN1 1GE  
Email: [●] nick.hales@inspiring-learning.com  
Attention: [●] Nicholas Hales



**Security Agent**

Signed by )  
 )  
for and on behalf of **APEX FINANCIAL** )  
**SERVICES SPAIN, S.L.U.** )

DocuSigned by:

881B3501F6504E3...

**Notice Details**

**Address:**

[●] Paseo de Recoletos 37, 3º Floor, 28004, Madrid

**Fax:**

[●] Email: LoanAgencyES@apexfs.group, eduardo.hernandez@apexfs.group

**Attention:**

[●] TRANSACTION MANAGEMENT: Eduardo Hernandez, Nicola Jenkins