



Registration of a Charge

Company name: **METROWISE LIMITED**

Company number: **04860269**

Received for Electronic Filing: **31/10/2018**



X7HQM57

Details of Charge

Date of creation: **30/10/2018**

Charge code: **0486 0269 0012**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC 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:

ED FULLER, CMS CAMERON MCKENNA NABARRO OLSWANG LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4860269

Charge code: 0486 0269 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2018 and created by METROWISE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2018 .

Given at Companies House, Cardiff on 2nd November 2018

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**

DATE: 30 October 2018

DEBENTURE

Between

CHARLES TAYLOR PLC (AND OTHERS)
as Chargors

and

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

**THIS DEBENTURE IS SUPPLEMENTAL TO A DEBENTURE DATED 7 NOVEMBER 2013
AND A SUPPLEMENTAL DEBENTURE DATED 13 OCTOBER 2017, AND THE
APPLICATION OF RECOVERIES UNDER THIS DEBENTURE IS REGULATED BY THE
TERMS OF THE INTERCREDITOR AGREEMENT**

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000

TABLE OF CONTENTS

1.	Definitions and Interpretation	1
2.	Covenant to Pay	6
3.	Fixed Security	6
4.	Floating Charge.....	8
5.	Perfection of Security	9
6.	Further Assurance	11
7.	Undertakings	12
8.	Enforcement of Security	16
9.	Extension and Variation of the LPA.....	17
10.	Appointment of Receiver and Administrator	17
11.	Powers of Receiver	18
12.	Discretions and Delegation	20
13.	Power of Attorney.....	21
14.	Protection of Purchasers	21
15.	Application of Proceeds	22
16.	No Liability as Mortgagee in Possession.....	22
17.	Effectiveness of Security	23
18.	Certificates and Determinations.....	23
19.	Partial Invalidity	24
20.	Remedies and Waivers.....	24
21.	Counterparts.....	24
22.	Assignment	24
23.	Releases	24
24.	Governing Law	25
25.	Enforcement.....	25
	Schedule 1 The Chargors	26
	Schedule 2 Real Property	29
	Schedule 3 Intellectual Property.....	30
	Schedule 4 Securities.....	31
	Schedule 5 Specified Contracts	35
	Schedule 6 Cash Collateral Accounts and Collection Accounts	36
	Schedule 7 Form of Security Accession Deed	40
	Schedule 8 Form of Notice of Assignment – Specified Contracts	46
	Schedule 9 Form of Notice of Charge – Accounts not with the Security Trustee.....	49

THIS DEED is made on the 30th day of October 2018

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “**Original Chargors**” and each an “**Original Chargor**”); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for the Secured Parties (the “**Security Trustee**”).

WHEREAS:

- (A) Each Chargor enters into this Deed in connection with an amendment and restatement agreement (the “**Amendment and Restatement Agreement**”) dated on or about the date of this Deed in relation to the Original Facilities Agreement (as such term is defined below) and made between, amongst others, (1) Charles Taylor plc (the “**Company**”), (2) the subsidiaries of the Company listed in part I of schedule 1 to the Amendment and Restatement Agreement as original borrowers, (3) the subsidiaries of the Company listed in part II of schedule 1 to the Amendment and Restatement Agreement as original guarantors, (4) The Royal Bank of Scotland plc, HSBC Bank plc and The Governor and Company of the Bank of Ireland as mandated lead arrangers, (5) the financial institutions listed in part IV of schedule 1 to the Amendment and Restatement Agreement as lenders, (6) The Royal Bank of Scotland plc as agent of the other Finance Parties and (7) the Security Trustee (the Original Facilities Agreement, as amended and restated by the Amendment and Restatement Agreement, the “**Amended and Restated Facilities Agreement**”).
- (B) By virtue of the Original Debenture and the First Supplemental Debenture (as such term is defined below), each Chargor created security over the Charged Property in respect of the Secured Obligations (each as defined in the Original Debenture and the First Supplemental Debenture).
- (C) The Finance Parties have agreed to amend and restate the Original Facilities Agreement (as defined below) as set out in the Amendment and Restatement Agreement.
- (D) The Chargors wish to confirm the existing security created pursuant to each of the Original Debenture and the First Supplemental Debenture and grant security over the Charged Property to secure their obligations to the Lenders (as defined in the Amended and Restated Facilities Agreement).
- (E) This Deed is supplemental to the Original Debenture and the First Supplemental Debenture.
- (F) The board of directors of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor and each board has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Amended and Restated Facilities Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Cash Collateral Accounts**”: the accounts (if any) listed in part 1 of Schedule 6 (*Cash*

Collateral Accounts and Collection Accounts) or in any Security Accession Deed, and any other bank account which is designated as a Cash Collateral Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Trustee, and any replacement account or sub-account of any such account.

"Charged Property": all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed (including, for the avoidance of doubt, any assets subject to an Exclusion).

"Chargors": the Original Chargors and each company which grants security over its assets in favour of the Security Trustee by executing a Security Accession Deed.

"Collection Accounts": the accounts (if any) listed in part 2 of Schedule 6 (*Cash Collateral Accounts and Collection Accounts*) or in any Security Accession Deed, and any other bank account which is designated as a Collection Account by the relevant Chargor (or the Obligors' Agent on its behalf) and the Security Trustee, and any replacement account or sub-account of any such account.

"Declared Default": an Event of Default which has resulted in the Agent exercising any of its rights under clause 27.19 (*Acceleration*) of the Amended and Restated Facilities Agreement.

"Delegate": any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

"Exclusion": a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset.

"First Supplemental Debenture": the supplemental debenture dated 13 October 2017 entered into by certain Chargors and the Security Trustee, as amended and/or acceded to from time to time.

"Floating Charge Asset": any asset of a Chargor which is subject to Security under Clause 4 (*Floating Charge*).

"Insurances": all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor and in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy, but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property":

- (a) all patents, trademarks, service marks, designs, design rights, business names, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;

- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated, including, without limitation, any of the same specified in Schedule 3 (*Intellectual Property*).

“Intercreditor Agreement”: has the meaning given to that term in the Amended and Restated Facilities Agreement.

“Liability Period”: the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

“LPA”: the Law of Property Act 1925.

“Material Real Property”: any freehold, commonhold or leasehold real property which has a market value of more than £500,000.

“Mortgaged Property”: any freehold, commonhold or leasehold property the subject of the security constituted by this Deed or any Security Accession Deed and references to any **“Mortgaged Property”** shall include references to the whole or any part or parts of it.

“Original Debenture”: the debenture dated 7 November 2013 entered into by certain Chargors and the Security Trustee, as amended and/or acceded to from time to time.

“Original Facilities Agreement”: the senior facilities agreement originally dated 7 November 2013 between, amongst others, the Company as company, The Royal Bank of Scotland plc as agent and the Security Trustee, as amended and/or restated and/or acceded to from time to time, including most recently on 13 October 2017.

“Planning Acts”: all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

“Premises”: all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

“Receiver”: a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

“Related Rights”: in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

“Satisfied”: in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

“Secured Liabilities”: all present and future indebtedness, moneys, obligations and liabilities of each Transaction Obligor and each Chargor to any Secured Party under any Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006.

“Securities”: all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 4 (*Securities*) or any Security Accession Deed, together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“Security Accession Deed”: a deed executed by a member of the Group substantially in the form set out in Schedule 7 (*Form of Security Accession Deed*).

“Specified Contracts”: each of the contracts specified in Schedule 5 (*Specified Contracts*) or in any Security Accession Deed, and any other agreement designated as a Specified Contract by the relevant Chargor (or the Obligors’ Agent on its behalf) and the Security Trustee.

“Transaction Obligor”:

- (a) each Obligor; and
- (b) each Parent Entity.

Construction

1.2 Any reference in this Deed to:

- 1.2.1 the “**Security Trustee**”, any “**Chargor**”, any “**Finance Party**”, any “**Secured Party**”, the “**Company**”, any “**Obligor**”, any “**Transaction Obligor**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being appointed as additional security trustee pursuant to the Amended and Restated Facilities Agreement;
- 1.2.2 “**assets**” includes present and future properties, revenues and rights of every description;
- 1.2.3 “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and Schedule headings are for ease of reference only.

- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
- 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.
- 1.6 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
- 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Deed to a “**Clause**” or a “**Schedule**” is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed.
- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.

- 1.11 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

Third Party Rights

- 1.12 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. COVENANT TO PAY

Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. FIXED SECURITY

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the Material Property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*)).

- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 above and such estates or interests which are subject to an Exclusion unless and until such Exclusion is Satisfied);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);

- 3.2.6 to the extent not effectively assigned pursuant to Clause 3.3.2 (*Assignment*), all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any Cash Collateral Account;
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property, other than any subject to an Exclusion unless and until such Exclusion is Satisfied;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; and
 - (c) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:
 - 3.3.1 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;

- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them; and

- 3.3.2 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances.

4. FLOATING CHARGE

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:
 - 4.3.1 a Declared Default has occurred; or
 - 4.3.2 the Security Trustee reasonably considers that any Floating Charge Asset may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - 4.3.3 the Security Trustee considers that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Creation of Floating*

Charge) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Finance Documents);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any Floating Charge Asset; or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

5. PERFECTION OF SECURITY

Registration at HM Land Registry

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Material Real Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] referred to in the charges register"

- 5.2 If the title to any Material Real Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee.
- 5.3 Whether or not the title to any of the Material Real Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Material Property, that Chargor shall as soon as reasonably practicable provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall as soon as reasonably practicable and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 5.4 Subject to the provisions of the Amended and Restated Facilities Agreement, each Lender is under an obligation to make further advances to the Borrowers under the Amended and Restated Facilities Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

Acquisition of New Land

- 5.5 Each Chargor will as soon as reasonably practicable notify the Security Trustee if it acquires, or enters into any agreement to acquire, any interest in Material Real Property.

Notices of Charge and Assignment

- 5.6 Each Chargor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in giving:
- 5.6.1 a notice in the form set out in part 1 of Schedule 8 (*Form of Notice of Charge – Specified Contracts*) or, as applicable, part 1 of Schedule 9 (*Form of Notice of Charge – Accounts not with the Security Trustee*) or in such other form as the Security Trustee may reasonably require to each of the counterparties to each Specified Contract to which it is a party and to each bank or financial institution (other than the Security Trustee) in respect of each account of that Chargor opened or maintained with it; and
 - 5.6.2 in respect of any other asset which is charged or assigned pursuant to Clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in part 2 of Schedule 8 or, as applicable, part 2 of Schedule 9 or in such other form in any case as the Security Trustee may reasonably require.

Acknowledgement of Notice

- 5.7 The execution of this Deed by the Chargors and the Security Trustee shall constitute notice to the Security Trustee of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Trustee.

Deposit of Documents of Title

- 5.8 Each Chargor shall promptly deposit with the Security Trustee (unless already held by its solicitors on behalf of and to the Security Trustee's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.

Deposit of Securities

- 5.9 Each Chargor shall, in respect of any Securities which are in certificated form:
- 5.9.1 in relation to any Securities held in Subsidiaries of such Chargor which are incorporated or established in England and Wales, promptly following the date of this Deed or, (if later) following the acquisition of such Securities, deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities together with stock transfer forms executed in blank and left undated; and
 - 5.9.2 in relation to any Securities held in Subsidiaries of such Chargor which are not incorporated or established in England and Wales, promptly following the occurrence of an Event of Default which is continuing, deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities together with stock transfer forms (or equivalent) executed in blank and left undated.
- 5.10 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance

with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.

- 5.11 For the purposes of Clauses 5.9 and 5.10 above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

6. FURTHER ASSURANCE

Further Assurance

- 6.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 6.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 6.1.2 confer on the Security Trustee Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
 - 6.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law;
 - 6.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
 - 6.1.5 create any charge by way of legal mortgage over any Material Real Property which becomes vested in that Chargor after the date of this Deed or which is subject to an Exclusion which is Satisfied after the date of this Deed.

Necessary Action

- 6.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed.

Exclusion of Assets from Security

- 6.3 Each Chargor shall use all reasonable endeavours to procure that any Exclusions applying to any Charged Property are Satisfied as soon as practicable after the date of this Deed and shall notify the Security Trustee promptly when any such Exclusion is Satisfied.
- 6.4 Immediately upon any Exclusion being Satisfied, the Charged Property concerned shall become the subject of an effective charge pursuant to, and in accordance with, Clause 3 (*Grant of Security*) and the relevant Chargor shall promptly deliver a copy of any relevant consent to the Security Trustee.

- 6.5 Each Chargor shall hold on trust for the Security Trustee (as trustee for the Secured Parties) all its interest in and to all Charged Property subject to any Exclusion until that Exclusion is Satisfied.

Acquisition of New Land

- 6.6 Each Chargor shall as soon as reasonably practicable notify the Security Trustee of any acquisition by it of any Material Real Property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 6.7 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to each Chargor without, in each case, the benefit of section 6(2) of that Act.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 7.2 No Chargor shall create or extend or permit to arise or subsist any Security or Quasi-Security over the whole or any part of the Charged Property, other than as permitted by and in accordance with the Amended and Restated Facilities Agreement or with the prior written consent of the Security Trustee.

Restriction on Disposals

- 7.3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than as expressly permitted by and in accordance with the Amended and Restated Facilities Agreement or with the prior written consent of the Security Trustee.

Proceeds of Insurance

- 7.4 Each Chargor shall collect all amounts payable to it under the Insurances and forthwith pay those monies into:

7.4.1 such accounts (if any) as are required by the Amended and Restated Facilities Agreement; or

7.4.2 otherwise, following the occurrence of an Event of Default which is continuing, a Cash Collateral Account,

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

Voting Rights and Dividends relating to Securities

- 7.5 At any time prior to the occurrence of a Declared Default:

7.5.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee

(or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Amended and Restated Facilities Agreement or would, in the opinion of the Security Trustee, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and

7.5.2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are paid or payable to the Security Trustee (or its nominee(s)), the Security Trustee will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request.

7.6 At any time after the occurrence of a Declared Default, the Security Trustee may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):

7.6.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;

7.6.2 apply all dividends, interest and other moneys arising from the Securities in accordance with Clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Finance Parties) and pay the same as soon as reasonably practicable to the Security Trustee or as it may direct to be applied in accordance with Clause 15.1 (*Order of Application*);

7.6.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)); and

7.6.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust.

Calls and Other Obligations in respect of Securities

7.7 Each Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the relevant Chargor to the Security Trustee on demand.

7.8 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.

7.9 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in

respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.

- 7.10 Each Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.
- 7.11 No Chargor shall, without the prior written consent of the Security Trustee, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed.

Book Debts and Other Debts

- 7.12 Each Chargor shall, as agent for the Security Trustee, collect all Book Debts due to it, pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Trustee.
- 7.13 Without prejudice to Clauses 7.2 (*Negative Pledge*) and 7.3 (*Disposals*), no Chargor 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 Amended and Restated Facilities Agreement or with the prior written consent of the Security Trustee.

Bank Accounts

- 7.14 No Chargor may withdraw all or any monies from time to time standing to the credit of a Cash Collateral Account, except as permitted by the Amended and Restated Facilities Agreement or with the prior written consent of the Security Trustee.

Premises, Plant and Machinery

- 7.15 Each Chargor shall at all times, to the Security Trustee's satisfaction, repair and keep:
- 7.15.1 the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and
 - 7.15.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value,
- in each case where failure to do so has or is reasonably likely to have a Material Adverse Effect.
- 7.16 If default shall be made by any Chargor in complying with Clause 7.15 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in Clause 7.23 (*Remedying Mortgaged Property Defaults*) for this purpose. All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the relevant Chargor to the Security Trustee on demand.

- 7.17 No Chargor shall, without the prior written consent of the Security Trustee, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises if such demolition, rebuilding, reconstruction or structural alteration of any Premises has or is reasonably likely to have a Material Adverse Effect.

Mortgaged Property

- 7.18 No Chargor shall, except as expressly permitted under the Amended and Restated Facilities Agreement or with the prior written consent of the Security Trustee:
- 7.18.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or
 - 7.18.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.
- 7.19 Each Chargor shall:
- 7.19.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property; and
 - 7.19.2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.
- 7.20 No Chargor shall:
- 7.20.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or
 - 7.20.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with Clause 7.15 above).
- 7.21 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Mortgaged Property or by the owner or occupier of its Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Trustee or such Receiver or Delegate on demand.
- 7.22 No Chargor shall, without the prior written consent of the Security Trustee:
- 7.22.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;
 - 7.22.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or
 - 7.22.3 make any VAT election in relation to any Mortgaged Property.

Remedying Mortgaged Property Defaults

- 7.23 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged

Property which, if breached by the relevant Chargor, is reasonably likely to have a Material Adverse Effect, the relevant Chargor shall permit the Security Trustee and its agents and contractors to:

- 7.23.1 enter on the Mortgaged Property;
 - 7.23.2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and
 - 7.23.3 take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.
- 7.24 All moneys expended by the Security Trustee in taking any steps referred to in Clause 7.23 above shall be reimbursed by the relevant Chargor to the Security Trustee on demand.

Notices relating to Charged Property

- 7.25 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:
- 7.25.1 deliver a copy to the Security Trustee;
 - 7.25.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
 - 7.25.3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Deed.

Not Jeopardise Security

- 7.26 No Chargor shall do or cause or permit to be done anything which might in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

8. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 8.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of a Declared Default.
- 8.2 After the security constituted by this Deed has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 8.3 To the extent that any of the Charged Property constitutes “financial collateral” and this Deed and the obligations of any Chargor under this Deed constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “FCA Regulations”)), the Security Trustee shall

have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this Clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

- 8.4 At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may:
- 8.4.1 redeem any prior Security over any Charged Property; or
 - 8.4.2 procure the transfer of that Security to the Security Trustee; or
 - 8.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on any Chargor).
- 8.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Trustee and every Receiver on demand and shall be secured by this Deed.

9. EXTENSION AND VARIATION OF THE LPA

General

- 9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.
- 9.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA.

Privileges

- 9.4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

- 10.1 At any time after the security constituted by this Deed has become enforceable or if any Chargor so requests the Security Trustee in writing (in which case, the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to any Chargor:

10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA; or

10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

Removal

10.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):

10.2.1 remove any Receiver appointed by it; and

10.2.2 may, whenever it deems it expedient, appoint any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

10.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.

Capacity of Receiver

10.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

10.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

10.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

10.7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Security Trustee.

11. POWERS OF RECEIVER

General

11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred by law.

11.2 Without prejudice to the generality of this Clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under Schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 11.3 Each Receiver shall have the following powers (and every reference in this Clause 11.3 to the “Charged Property” shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
 - 11.3.2 power to take immediate possession of, get in and collect any Charged Property;
 - 11.3.3 power to carry on the business of any Chargor as he thinks fit;
 - 11.3.4 power (but without any obligation to do so) to:
 - (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,in each case as he thinks fit;
 - 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand);
 - 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
 - 11.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
 - 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
 - 11.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);

- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;
- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Security Trustee's Powers

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. DISCRETIONS AND DELEGATION

Discretion

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.

- 12.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. POWER OF ATTORNEY

Appointment and Powers

- 13.1 Each Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and

13.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

- 13.2 The power given under Clause 13.1 above may be exercised at any time after the expiry of five days following the failure by the relevant Chargor to do that which it is required to do under the terms of this Deed.

Ratification

- 13.3 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*).

14. PROTECTION OF PURCHASERS

Consideration

- 14.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 14.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:

14.2.1 whether the Secured Liabilities have become payable; or

14.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or

14.2.3 whether any money remains due under the Finance Documents; or

14.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. APPLICATION OF PROCEEDS

Order of Application

- 15.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, 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 Chargor.

New Accounts

- 15.2 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Finance Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Finance Party may open a new account with any Chargor.
- 15.3 If the Security Trustee and/or any other Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of any Chargor to the Security Trustee (whether in its capacity as trustee for the Finance Parties or otherwise) and/or any other Finance Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 15.4 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Finance Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Finance Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Finance Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Finance Party in respect of, any such currency conversion.

16. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Finance Documents.

17. EFFECTIVENESS OF SECURITY

Continuing Security

- 17.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 17.2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Finance Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

Reinstatement

- 17.3 If any discharge, release or arrangement (whether in respect of the obligations of a Transaction Obligor or any Security for those obligations or otherwise) is made by the Security Trustee or any other Finance Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 17.4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

No Security held by Chargors

- 17.5 No Chargor shall take or receive any Security from any other Chargor or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:
- 17.5.1 it shall be held by that Chargor on trust for the Security Trustee (as trustee for the Secured Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 17.5.2 on demand by the Security Trustee, the relevant Chargor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by it under this Clause 17.5.

18. CERTIFICATES AND DETERMINATIONS

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

19. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

20. REMEDIES AND WAIVERS

- 20.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 20.2 Any amendment, waiver or consent by the Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

21. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

22. ASSIGNMENT

- 22.1 The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with the Finance Documents.
- 22.2 Each Chargor authorises and agrees to changes to parties under clause 28 (*Changes to the Lenders*) and clause 29 (*Changes to the Obligors*) of the Amended and Restated Facilities Agreement and clause 18 (*Changes to the Parties*) of the Intercreditor Agreement and authorises the Security Trustee to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.
- 22.3 Each Chargor consents to the accession to this Deed of additional Chargors and irrevocably appoints the Obligors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

23. RELEASES

Upon the expiry of the Liability Period, or otherwise in accordance with the terms of the Finance Documents prior to the expiry of the Liability Period, and subject to Clauses 17.3 and 17.4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

24. GOVERNING LAW

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

25. ENFORCEMENT

Jurisdiction

- 25.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”).
- 25.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 25.3 Clauses 25.1 and 25.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

**SCHEDULE 1
THE CHARGORS**

Name	Company Number	Registered Office	Address for Notices	Fax Number	For the Attention of:
Charles Taylor plc	03194476	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Adjusting Limited	01994696	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor & Co Limited	02561548	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Insurance Services Limited	04054468	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Administration Services Limited	03413040	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Holdings Limited	03012501	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Metrowise Limited	04860269	The Minster Building, 21 Mincing Lane,	The Minster Building, 21 Mincing Lane,	+44 (0)20 3320 8800	Mark Keogh

		London EC3R 7AG	London EC3R 7AG		
Taylor Risk Solutions Limited	02457652	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Overseas Limited	02992268	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
L C L Acquisitions Limited	04860541	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor Warwick Limited	08465475	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
The Richards Hogg Lindley Group Limited	02242924	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Axiom Holdings Limited	05072841	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
CEGA Holdings Limited	01117127	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
CEGA Group Services Limited	01303318	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh

Charles Taylor InsureTech Limited	09922480	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Charles Taylor General Adjusting Services Limited	02322571	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh
Criterion Adjusters Limited	05391898	The Minster Building, 21 Mincing Lane, London EC3R 7AG	The Minster Building, 21 Mincing Lane, London EC3R 7AG	+44 (0)20 3320 8800	Mark Keogh

SCHEDULE 2
REAL PROPERTY

Part 1
Registered Land

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

None as at the date of this Deed.

Part 2
Unregistered Land

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

None as at the date of this Deed.

SCHEDULE 3
INTELLECTUAL PROPERTY

None as the date of this Deed.

SCHEDULE 4
SECURITIES

Name of Chargor	Details of company in which shares are held	Number and class of shares	Details of nominees (if any) holding legal title to shares
Axiom Holdings Limited	Axiom Services Limited	1 ordinary share	
Axiom Holdings Limited	Charles Taylor Insurance Services Limited	1 ordinary share	
CEGA Holdings Limited	CEGA Group Services Limited	1,000 ordinary shares	
CEGA Holdings Limited	CEGA Air Ambulance UK Limited	100 ordinary shares	
Charles Taylor Adjusting Limited	KHORI Average Adjusters & Surveyors Limited	3,000 ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Consultonia Do Brasil Ltda	99,999 ordinary shares	F Ramirez (1 ordinary share)
Charles Taylor Adjusting Limited	Charles Taylor S.A.S.	150 ordinary shares	
Charles Taylor Adjusting Limited	LAD (Aviation) PNG Ltd	50,100 ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Adjusting Qatar	98 ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Adjusting S.L.	500 ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Adjusting S.à r.l.	500 ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Adjusting Saudi Arabia Limited	3,000 ordinary shares	
Charles Taylor	Charles Taylor Aviation	1,000 A	

Adjusting Limited	(Asset Management) Limited	ordinary shares	
Charles Taylor Adjusting Limited	Charles Taylor Holdings B.V.	275,000 ordinary shares	
Charles Taylor Adjusting Limited	Criterion Adjusters Limited	100 ordinary shares	
Charles Taylor & Co Limited	Charles Taylor New Healthcare Management LLP	50 partnership shares	
Charles Taylor & Co Limited	Quayside Insurance Management Limited	1 ordinary share	
Charles Taylor & Co Limited	Taylor Risk Consulting Limited	100 ordinary shares	
Charles Taylor Insurance Services Limited	Charles Taylor Broker Services Limited	1,000 ordinary shares	
Charles Taylor Insurance Services Limited	Charles Taylor Knowledge Centre Limited	100 ordinary shares	
Charles Taylor plc	Axiom Holdings Limited	1 ordinary share	
Charles Taylor plc	Bateman Chapman (Holdings) Limited	2,020,000 ordinary shares	
Charles Taylor plc	Charles Taylor Consulting Limited	262,843 ordinary shares	
Charles Taylor plc	Charles Taylor Holdings Limited	22,953,060 ordinary shares	
Charles Taylor plc	LAD (Aviation) Limited	100 ordinary shares	
Charles Taylor plc	L C L Acquisitions Limited	100,377 ordinary shares	
Charles Taylor plc	Taylor Risk Solutions Limited	52,500 ordinary shares	

Charles Taylor plc	The Richards Hogg Lindley Group Limited	826,456 ordinary shares	
Taylor Risk Solutions Limited	Charles Taylor Administration Services Limited	4 ordinary shares	
Charles Taylor Holdings Limited	Charles Taylor & Co Limited	315,261 ordinary shares	
Charles Taylor Holdings Limited	Charles Taylor Investment Management Company Limited	30,000 ordinary shares	
Charles Taylor Holdings Limited	Charles Taylor Overseas Limited	2 ordinary shares	
Charles Taylor Holdings Limited	Charles Taylor Services Limited	100,000 ordinary shares	
Charles Taylor Insurance Services Limited	Charles Taylor InsureTech Limited	1 ordinary share	
Metrowise Limited	LCL International Nominees Limited	2 ordinary shares	
Metrowise Limited	LCL Holdings (IoM) Limited	1 ordinary share	
Metrowise Limited	LCL International Life Assurance Company Limited	1,105,000 A ordinary shares and 110 B ordinary shares	
Charles Taylor Overseas Limited	Charles Taylor (Bermuda) Limited	12,000 ordinary shares	
Charles Taylor Overseas Limited	Charles Taylor (Hamilton) Limited	12,000 ordinary shares	
Charles Taylor Overseas Limited	Charles Taylor Mutual Management (Asia) Ltd	25,000 ordinary shares	
Charles Taylor	Charles Taylor Wessex	39,965,100	

Overseas Limited	Limited	ordinary shares	
Charles Taylor Overseas Limited	Charles Taylor Wilton Inc.	100 common stock	
Charles Taylor Overseas Limited	CTC Insurance Management (Bermuda) Ltd	12,000 common stock	
Charles Taylor Overseas Limited	FM Intermediaries Ltd	12,000 common shares	
Charles Taylor Overseas Limited	Landsdowne Insurance Company Ltd	120,000 common shares	
Charles Taylor Overseas Limited	Wnydham Insurance Company (BAC) Ltd	120,000 common shares	
Charles Taylor Warwick Limited	CTC Americas Inc.	10,000 common stock	
L C L Acquisitions Limited	Metrowise Limited	1 ordinary share	
L C L Acquisitions Limited	Mulabter Limited	100 ordinary shares	
The Richards Hogg Lindley Group Limited	Charles Taylor Adjusting Limited	350,000 ordinary shares	
The Richards Hogg Lindley Group Limited	Richards Hogg Holdings Limited	3,076,000 non-voting ordinary shares and 1,000 preferred ordinary shares	

SCHEDULE 5
SPECIFIED CONTRACTS


None as at the date of this Deed.

SCHEDULE 6
CASH COLLATERAL ACCOUNTS AND COLLECTION ACCOUNTS

Part 1
Cash Collateral Accounts (Blocked)

None as at the date of this Deed.

Part 2
Collection Accounts (Not blocked)

Account Bank	Sort Code	Account Number	Chargor
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
HSBC Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor plc

National Westminster Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor plc
National Westminster Bank plc			Charles Taylor & Co Limited
National Westminster Bank plc			Charles Taylor & Co Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
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National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Adjusting Limited
National Westminster Bank plc			Charles Taylor Administration Services Limited
National Westminster Bank plc			Charles Taylor Holdings Limited
National Westminster Bank plc			Charles Taylor Overseas Limited
National Westminster Bank plc			Charles Taylor Overseas Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited
National Westminster Bank plc			Charles Taylor Insurance Services Limited

National Westminster Bank plc		Metrowise Limited
Lloyds Bank plc		Criterion Adjusters Limited
Lloyds Bank plc		Criterion Adjusters Limited

SCHEDULE 7
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on the day of []

BETWEEN:

- (1) [], a company incorporated in England and Wales with registered number [] (the “**New Chargor**”);
- (2) [], a company incorporated in England and Wales with registered number [] (the “**Obligors’ Agent**”) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [] as security trustee for the Secured Parties (the “**Security Trustee**”).

WHEREAS:

This Deed is supplemental to a debenture dated [] between, amongst others, the Chargors named therein and the Security Trustee, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall have the same meanings when used in this Deed.

Construction

- 1.2 Clauses 1.2 to 1.11 (*Construction*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.

2. ACCESSION OF NEW CHARGOR

Accession

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

Covenant to Pay

- 2.2 Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. FIXED SECURITY

Charges

- 3.1 The New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way

of a first legal mortgage all of its right, title and interest in and to the Material Real Property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*)).

3.2 The New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of its right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 3.1 above and such estates or interests which are subject to an Exclusion unless and until such Exclusion is Satisfied);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 to the extent not effectively assigned pursuant to Clause 3.3.2 (*Assignment*), all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any Cash Collateral Account;
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;

- 3.2.11 all Intellectual Property, other than any subject to an Exclusion unless and until such Exclusion is Satisfied;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
 - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
 - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

Assignment

- 3.3 The New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:
 - 3.3.1 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
 - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; and
 - (c) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or

of which it has the benefit (whether entered into with any of the Finance Parties or any other person),

including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them; and

3.3.2 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances.

4. FLOATING CHARGE

The New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 3 (*Fixed Security*).

5. 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.

6. CONSENT OF EXISTING CHARGORS

Each existing Chargor agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in) the Debenture.

7. NOTICES

The New Chargor confirms that its address details for notices are as follows:

Address: []

Fax: []

FAO: []

8. GOVERNING LAW

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

IN WITNESS whereof this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1
Real Property

Schedule 2
Intellectual Property

Schedule 3
Securities

Schedule 4
Specified Contracts

Schedule 5
Cash Collateral Accounts and Collection Accounts

EXECUTION FOR DEED OF ACCESSION

THE NEW CHARGOR

Executed as a deed by)
[[●]][LIMITED] / [PLC])
on being signed by two directors) Director
)
)
) Director

OR

Executed as a deed by)
[[●]][LIMITED] / [PLC]] by)
on being signed by a director)
) Director
in the presence of:)

Signature of witness:

Name:

Address:

.....

Occupation:

OBLIGORS' AGENT

[insert name of Obligors' Agent]

By:

SECURITY TRUSTEE

[insert name of Security Trustee]

By:

SCHEDULE 8
FORM OF NOTICE OF ASSIGNMENT – SPECIFIED CONTRACTS

Part 1
Form of Notice

To: [Name of relevant counterparty to Specified Contract]

Address: [●]

[Date]

Dear Sirs

[insert name of Security Trustee] (the “Security Trustee”) and [name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [●] and made between, inter alios, the Company and the Security Trustee (the “Debenture”) the Company assigned to the Security Trustee by way of a first legal assignment all of its present and future right, title and interest in and to the following agreement:

[describe agreement]

(the “Agreement”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Security Trustee unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee.

Notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Company in each case unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

The Company confirms that:

1. in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
2. none of the instructions, authorisations or confirmations in this Notice of Assignment (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and

3. any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA for the attention of Tony O'Flynn.

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

Yours faithfully,

.....
for and on behalf of

[name of relevant Chargor]

.....
for and on behalf of

[insert name of Security Trustee]

Part 2
Form of Acknowledgement

[on duplicate]

To: *[Name of Security Trustee]*

Address: [●]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

1. we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
2. we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;
3. we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
4. this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement (“**Subsequent Party**”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

[Name of relevant counterparty to Specified Contract]

SCHEDULE 9
FORM OF NOTICE OF CHARGE – ACCOUNTS NOT WITH THE SECURITY TRUSTEE

Part 1
Form of Notice

To: [Name of relevant bank or financial institution]

Address: [●] [Date]

Dear Sirs

[insert name of Security Trustee] (the “**Security Trustee**”) and [name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [●] and made between, inter alios, the Company and the Security Trustee (the “**Debenture**”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “**Relevant Account**”) maintained with you:

[Specify accounts: account name, account number, details of branch etc].

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you, following receipt by you of written notice from the Security Trustee that a Declared Default (as such term is defined in the Debenture) has occurred:

1. to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Trustee may at any time and from time to time request you to disclose to it;
2. not to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Security Trustee or except as expressly permitted by the terms of the Debenture;
3. to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Trustee and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Trustee at any time and from time to time; and
4. to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Trustee in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Security Trustee has agreed that the Company may withdraw any moneys from any of the Relevant Accounts without any reference to or further authority from the Security Trustee except to the extent that

the Security Trustee gives you notice to the contrary. Upon and after the giving of such notice, the Company shall cease to be entitled to make any such withdrawal to the extent specified in the notice.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA for the attention of Tony O’Flynn.

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

Yours faithfully,

.....
for and on behalf of
[name of relevant Chargor]

.....
for and on behalf of
[insert name of Security Trustee]

Part 2
Form of Acknowledgement

[on duplicate]

To: [●]

Address: [●]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

1. we accept and will comply with the terms of the Notice;
2. we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
3. we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
4. we shall not permit the Company to make any withdrawal from any of the Relevant Accounts after receipt by us of a notice from the Security Trustee prohibiting such withdrawals to the extent specified in that notice.

Yours faithfully

.....

for and on behalf of

[name of relevant bank or financial institution]

EXECUTION PAGE

THE CHARGORS

Executed as a deed by)
CHARLES TAYLOR PLC)
on being signed by a director)
..MARK KEOGH.....) Director
in the presence of:)

Name of witness:

IVAN JOHN KEANE

Signature of witness:

Address:

Occupation:

Executed as a deed by)
CHARLES TAYLOR ADJUSTING LIMITED)
on being signed by a director)
IVAN JOHN KEANE) Director
in the presence of:)

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by
CHARLES TAYLOR & CO LIMITED

on being signed by a director
IVAN JOHN KEANE

in the presence of:

Director

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by
**CHARLES TAYLOR INSURANCE
SERVICES LIMITED**

on being signed by:
IVAN JOHN KEANE

in the presence of:

Director

Signature of witness:

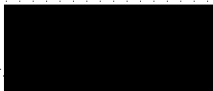
Name:

ANTHONY LLEWELLYN

Address:

Occupation:

Executed as a deed by)
CHARLES TAYLOR ADMINISTRATION)
SERVICES LIMITED)
on being signed by:)
.....**IVAN JOHN KEANE**.....)
in the presence of:)


Director

Signature of witness:


Name:

ANTHONY LEWELLYN

Address:

Occupation:

Executed as a deed by)
CHARLES TAYLOR HOLDINGS)
LIMITED)
on being signed by:)
.....**IVAN JOHN KEANE**.....)
in the presence of:)


Director

Signature of witness:

Name:

ANTHONY LEWELLYN

Address:

Occupation:

Executed as a deed by)
METROWISE LIMITED)
on being signed by a director)
.....**IVAN JOHN KEANE**.....) Director
in the presence of:)

Name of witness: ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by)
TAYLOR RISK SOLUTIONS)
LIMITED)
on being signed by:)
.....**IVAN JOHN KEANE**.....) Director
in the presence of:)

Signature of witness:

Name:

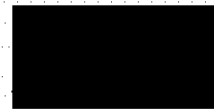
Address:

Occupation:

Executed as a deed by
**CHARLES TAYLOR OVERSEAS
LIMITED**

on being signed by:
IVAN JOHN KEANE
in the presence of:

)
)
)
)
)
)



Director

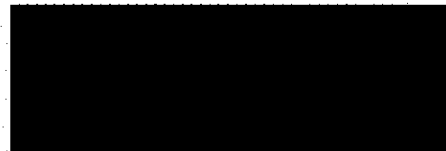
Signature of witness:



Name:

ANTHONY LLEWELLYN

Address:



Occupation:

Executed as a deed by
L C L ACQUISITIONS LIMITED

on being signed by a director
IVAN JOHN KEANE
in the presence of:

)
)
)
)
)

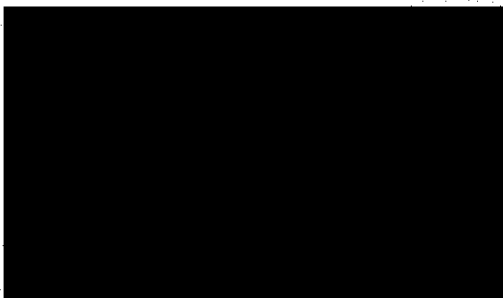


Director

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:



Address:

Occupation:

Executed as a deed by
**CHARLES TAYLOR WARWICK
LIMITED**

on being signed by:
IVAN JOHN KEANE

in the presence of:

Director

Signature of witness:

Name:

ANTHONY LLEWELLYN

Address:

Occupation:

Executed as a deed by
**THE RICHARDS HOGG LINDLEY
GROUP LIMITED**

on being signed by:
IVAN JOHN KEANE

in the presence of:

Director

Signature of witness:

Name:

ANTHONY LLEWELLYN

Address:

Occupation:

Executed as a deed by)
AXIOM HOLDINGS LIMITED)
on being signed by a director)
.....IVAN JOHN KEANE.....) Director
in the presence of:)

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by)
CEGA HOLDINGS LIMITED)
on being signed by a director)
.....IVAN JOHN KEANE.....) Director
in the presence of:)

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by
CEGA GROUP SERVICES LIMITED

on being signed by a director

...**IVAN JOHN KEANE**.....

in the presence of:

Director

Name of witness:

ANTHONY WHELLYN

Signature of witness:

Address:

Occupation:

Executed as a deed by
**CHARLES TAYLOR INSURETECH
LIMITED**

on being signed by:

...**IVAN JOHN KEANE**.....

in the presence of:

Director

Signature of witness:

Name:

ANTHONY WHELLYN

Address:

Occupation:

Executed as a deed by
**CHARLES TAYLOR GENERAL
ADJUSTING SERVICES LIMITED**

on being signed by:
DAMIAN ELI

in the presence of:

Director

Signature of witness:

Name:

ANTHONY LLEWELLYN

Address:

Occupation:

Executed as a deed by
CRITERION ADJUSTERS LIMITED

on being signed by a director
RICHARD YERBURY

in the presence of:

Director

**RICHARD
YERBURY**

Name of witness:

ANTHONY LLEWELLYN

Signature of witness:

Address:

Occupation:

THE SECURITY TRUSTEE

THE ROYAL BANK OF SCOTLAND PLC

By:



Address:

Syndicated Loans Agency, 250 Bishopsgate, London EC2M 4AA

Fax Number:

+44 (0)20 7085 4564

For the Attention of:

Tony O'Flynn