



Registration of a Charge

Company name: **FARNBOROUGH ENTERPRISES LIMITED**

Company number: **05283026**



X8J52QGP

Received for Electronic Filing: **27/11/2019**

Details of Charge

Date of creation: **15/11/2019**

Charge code: **0528 3026 0007**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5283026

Charge code: 0528 3026 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2019 and created by FARNBOROUGH ENTERPRISES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2019 .

Given at Companies House, Cardiff on 28th November 2019

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

SECURITY AGREEMENT

DATED 15 November **2019**

BETWEEN

THE CHARGORS

as Chargors

and

WILMINGTON TRUST (LONDON) LIMITED

as Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 15 November 2019 and made

BETWEEN:

- (1) **THE CHARGORS** named as chargors in Schedule 1 (Chargors) (the **Chargors**); and
- (2) **WILMINGTON TRUST (LONDON) LIMITED** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facilities Agreement defined below).

BACKGROUND:

- (A) The **Chargors** enter into this Deed in connection with the Facilities Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Acceleration Event has the meaning given to that term in the Intercreditor Agreement.

Account means the accounts listed in Part 1 (Accounts) of Schedule 2 (Security Assets) and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from an Account is transferred; and
- (b) any account which is a successor to an Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from an Account is transferred for investment or administrative purposes.

Account Bank means a bank with which an Account is maintained.

Act means the Law of Property Act 1925.

Facilities Agreement means the facilities agreement dated 7 September between, among others, MEIF 6 Parker Limited as company and the Security Agent.

Intellectual Property Rights means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may on or after the date of this Agreement subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may on or after the date of this Agreement subsist),

in each case included in the definition of Security Assets.

Intercreditor Agreement means the intercreditor agreement dated 7 September 2019 between, amongst others, MEIF 6 Parker Limited, the Lenders and the Security Agent (each as defined therein).

Intra-Group Liabilities has the meaning given to that term in the Intercreditor Agreement.

Investments means:

- (a) The Shares;
- (b) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets;
- (c) any dividend or interest paid or payable in relation to any of the above;
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise;
- (e) any right against any clearance system;
- (f) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
- (g) any cash or securities account maintained by any custodian or other entity.

Loan Agreement means any agreement to which a Chargor is a party evidencing Intra-Group Liabilities.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Relevant Contract means any agreement, instrument or other document specified in Part 2 (Relevant Contracts) Schedule 2 (Security Assets) and any other agreement, instrument or other document to which a Chargor is a party and which the Security Agent and any Chargor have designated in writing a Relevant Contract.

Secured Obligations has the meaning given to that term in the Intercreditor Agreement, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Shares means the shares specified in Part 3 (Shares) of Schedule 2 (Security Assets) and all other shares in any member of the Group incorporated in England and Wales owned by a

Chargor as at the date of this Deed or in the future which are, or are expressed to be, subject to any Security created by this Deed.

1.2 Construction

- (a) Capitalised terms defined in the Facilities Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
 - (iii) **assets** includes present and future properties, revenues and rights of every description;
 - (iv) any **share, stock, debenture, bond or other security or investment** includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity, in each case, in respect of that share, stock, debenture, bond or other security or investment;
 - (v) the term **this Security** means any Security created by this Deed; and
 - (vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of each Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, the proceeds of any disposal of that Security Asset and any present and future assets of that type.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or any delegate or sub-delegate of the Security Agent or any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor shall pay or discharge the Secured Obligations in the manner provided for in the Finance Documents.
- (b) All the Security created under this Deed:
 - (i) is created in favour of the Security Agent on behalf of the Secured Parties;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Obligations; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the rights of any Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition (excluding rights under a document that cannot be secured due to an express restriction or prohibition on granting security, which for clarity are not required to be secured under this Deed):
 - (i) the relevant Chargor shall notify the Security Agent promptly;

- (ii) this Security shall constitute security over all proceeds and other amounts which the relevant Chargor may receive, or has received, under that document but exclude the relevant Chargor's other rights under the document until the relevant Chargor obtains the required consent or satisfies the relevant condition;
- (iii) unless the Security Agent otherwise requires, the relevant Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
- (iv) if the relevant Chargor obtains the required consent or satisfies the relevant condition:
 - (A) the relevant Chargor shall notify the Security Agent promptly; and
 - (B) all of the relevant Chargor's rights under the document shall immediately be secured in accordance with this Deed.
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) does not affect the validity or enforceability of this Security.
- (e) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Land

- (a) Each Chargor charges by way of first fixed charge all estates or interests in, and all rental and other income and all debts and claims due or owing to it under or in connection with any lease, agreement or licence relating to, or the proceeds of sale of, any freehold or leasehold property owned by it.
- (b) A reference in this Clause 2 to a charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, together with all rights and interests under all agreements for the purchase, maintenance or use of all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge all its rights, title and interest in respect of the Investments.

2.4 Intra-Group Liabilities

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of any Intra-Group Liabilities owed to it.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment by way of security of any damages, compensation, remuneration,

profit, rent or income which each Chargor may derive from that right or be awarded or entitled to in respect of that right.

2.5 Plant and machinery

To the extent that they are not the subject of a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

2.6 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account, any amount standing to the credit of that Account and the debt represented by that Account.

2.7 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.

2.8 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of each Relevant Contract.
- (b) To the extent that any agreement is not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights in respect of any such agreement, instrument or other document to which it is a party.

2.9 Intellectual property

- (a) Each Chargor charges by way of a first fixed charge, all of its Intellectual Property Rights.
- (b) Each Chargor charges by way of first fixed charge all its rights and causes of action in respect of past, present and future infringement(s), of the rights referred to in paragraph (a) above.
- (c) Notwithstanding any other provision of this Deed, save for registration in respect of the Security created under this Deed at Companies House in England and Wales, no Chargor shall be required to make any other registrations with any authority in respect of any Security granted over its Intellectual Property Rights under this Deed.

2.10 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Security Asset;
- (f) all trade debts and other debts owing to it;
- (g) the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies available to it as security for any receivable or for the performance by any third party of any obligation owed to it;
- (h) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Security Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under this Deed;
- (i) all receivables, book and other debts owing to it and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims assigned under Clauses 2.7 (Insurances) and 2.8 (Other contracts));
- (j) its uncalled capital; and
- (k) the benefit of all rights in relation to any item in paragraphs 2.10(a)-(j).

2.11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its assets not otherwise effectively charged or assigned by way of fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Security Agent may by notice to the relevant Chargor convert the floating charge created by this Clause 2.11 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default has occurred and is continuing;
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
 - (iii) that Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under Clause 4 (Restrictions on dealings).
- (c) Any floating charge that has been converted into a fixed charge pursuant to paragraphs (b) above or (e) below may, by notice to the relevant Chargor at any time, be reconverted into a floating charge as regards any of its assets specified in that notice.
- (d) The floating charge created by this Clause 2.11 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under section 1A of the Insolvency Act 1986.

- (e) The floating charge created by this Clause 2.11 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the relevant Chargor's assets if an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.
- (f) The floating charge created by this Clause 2.11 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

Each Chargor represents and warrants to the Security Agent that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise.

3.2 Times for making representations

- (a) The representations and warranties in this Deed (including in this Clause 3) are made by each Chargor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, the representations and warranties under this Deed are deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

4. RESTRICTIONS ON DEALINGS

No Chargor shall:

- (a) create or permit to subsist any Security over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under the Facilities Agreement or this Deed.

5. LAND

5.1 General

In this Clause 5:

Charged Property means all freehold or leasehold property included in the definition of **Security Asset** and, where the context so requires, includes any buildings on that property.

Property Report means, in respect of any Charged Property, any certificate of or report on title on that Charged Property addressed to the Finance Parties and provided at its request before the date of this Deed or, in the case of any Charged Property acquired after the date of this Deed, its date of acquisition.

5.2 Notices

Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public, local or other authority with respect to the Charged Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

5.3 Power to remedy

- (a) If a Chargor fails to perform any obligations under the Finance Documents affecting the Charged Property, that Chargor shall allow the Security Agent or any of its agents and contractors:
 - (i) to enter any part of the Charged Property;
 - (ii) to comply with or object to any notice served on that Chargor in respect of the Charged Property; and
 - (iii) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligation or to comply with or object to any such notice.
- (b) Each Chargor shall, immediately on demand, pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken by it under this Clause 5.
- (c) No Secured Party is obliged to account as mortgagee in possession as a result of any action taken under this Clause 5.

6. INVESTMENTS

6.1 Investments

Each Chargor represents and warrants to the Security Agent that:

- (a) the Shares and, to the extent applicable, the other Investments, are fully paid;
- (b) the Shares represent the whole of the issued share capital of each of the companies listed in Part 3 (Shares) of Schedule 2 (Security Assets);
- (c) it (or a nominee, trustee, custodian or clearance system on its behalf) is the sole legal, and it is the sole beneficial, owner of the Investments; and
- (d) the Investments are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents) and any other rights or interests in favour of third parties.

6.2 Deposit

Each Chargor shall immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any of its Investments.

6.3 Changes to rights

No Chargor shall take any action or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued.

6.4 Calls

- (a) Each Chargor shall pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If any Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. The relevant Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.4.

6.5 Other obligations in respect of Investments

- (a) Each Chargor shall promptly send to the Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

6.6 Voting rights and dividends

- (a) Before this Security becomes enforceable:

- (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments;
 - (ii) if the voting rights or other rights or powers are exercisable by the Security Agent, the Security Agent shall exercise (or refrain from exercising) them in any manner which each Chargor may direct in writing; and
 - (iii) all dividends, distributions or other income paid or payable in relation to any of its Investments shall be paid directly to each Chargor.
- (b) Each Chargor shall indemnify the Security Agent against any cost, loss or liability incurred by the Security Agent as a consequence of the Security Agent acting (or refraining from acting) in respect of any Investments as permitted by this Deed on the direction of the Chargors.
- (c) After this Security has become enforceable:
- (i) the Security Agent may exercise (or refrain from exercising), in the name of a Chargor and without any further consent or authority on the part of a Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
 - (ii) if any Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of any of its Investments.

6.7 Clearance systems

Each Chargor shall, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for a Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

6.8 Custodian arrangements

Each Chargor shall:

- (a) promptly give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require.

7. CREDIT BALANCES

Before this Security has become enforceable, each Chargor shall be entitled to withdraw all or any moneys from time to time standing to the credit of any Account.

7.1 Notices of charge

Each Chargor shall:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Account Bank) on each Account Bank; and

- (b) use its reasonable endeavours to procure that the Account Bank delivers an acknowledgement within 20 Business Days from the date on which notice is served in accordance paragraph (a) above, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Account Bank).

7.2 Change of Account Banks

- (a) The Account Bank in respect of an Account may be changed to another bank or financial institution if the Security Agent so agrees and shall be changed if the Security Agent so requires.
- (b) A change of Account Bank will only be effective when the relevant Chargor and the new Account Bank have delivered a notice and acknowledgement substantially in the form set out in Schedule 3 (Forms of letter for Account Bank).

8. INSURANCES

8.1 Rights

After this Security has become enforceable:

- (a) the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the relevant Chargor) any of the rights of the relevant Chargor in connection with any amounts payable to it under any of its Insurances;
- (b) where the Security Agent is not able to exercise such rights , the relevant Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights (this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor); and
- (c) the relevant Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent.

8.2 Notice

Each relevant Chargor must:

- (a) after this Security has become enforceable, as soon as reasonably practicable serve a notice of assignment, substantially in the form of Part 1 (Notice of Assignment) of Schedule 5 (Forms of Letter for Insurances) on each counterparty to each of the Insurances (other than those Insurances which already contain a notice and acknowledgement clause in respect of this Security in a form acceptable to the Security Agent); and
- (b) use its reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent in the form of Part 2 (Letter of Undertaking) of Schedule 5 (Forms of Letter for Insurances) or in such other form as the Security Agent may agree.

9. INTELLECTUAL PROPERTY

9.1 Preservation

(a) Each Chargor shall:

- (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force;
- (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
- (iii) if requested to do so by the Security Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
- (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.

(b) Each Chargor shall ensure that, except with the prior consent of the Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

10. RELEVANT CONTRACTS

10.1 Preservation

No Chargor shall, without the prior consent of the Security Agent, take any action which might jeopardise the existence or enforceability of any Relevant Contract.

10.2 Other undertakings

Each Chargor shall supply the Security Agent and any Receiver with copies of each Relevant Contract and any information and documentation relating to any Relevant Contract requested by the Security Agent or any Receiver.

10.3 Notices of assignment/charge

Each Chargor shall:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Relevant Contracts), on each counterparty to an Relevant Contract; and
- (b) use its reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Relevant Contracts) however, a Chargor's obligations under this paragraph (b) shall cease after 20 Business Days from the date on which the relevant notice of assignment was served.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Acceleration Event

This Security shall become immediately enforceable if an Acceleration Event occurs.

11.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit.

11.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

12.2 No liability as mortgagee in possession

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

12.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

12.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:

- (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the relevant Chargor).
- (b) Each Chargor shall pay to the Security Agent, immediately on demand, its pro-rata share of the total costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

12.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may, after this Security has become enforceable, appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
- (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and the Security Agent shall give credit for the value of the financial collateral appropriated to its use.

12.8 Applying credit balances

The Security Agent may at any time after this Security has become enforceable require the Account Bank in respect of an Account to pay any moneys (including interest) standing to the credit of that Account to the Security Agent or as the Security Agent may direct and the Security Agent may apply all or any part of those moneys against all or any part of the Secured Obligations.

13. RECEIVER

13.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

13.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

13.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party shall incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13.5 Relationship with Security Agent

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

14. POWERS OF RECEIVER

14.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

14.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

14.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by a Chargor.

14.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

14.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

14.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy of any

Security Asset on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender).

14.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

14.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

14.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

14.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

14.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

14.13 Lending

A Receiver may lend money or advance credit to any person.

14.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

14.15 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the order of priority in accordance with the Intercreditor Agreement.

16. FEES AND EXPENSES

The provisions of clause 14 (Fees) and clause 17 (Other Indemnities) of the Facilities Agreement shall apply to this Deed (*mutatis mutandis*) as if set out in full in this Deed.

17. DELEGATION

17.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

17.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

17.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate.

18. FURTHER ASSURANCES

- (a) Each Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may reasonably require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent, its nominee or any other person; or

- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

19. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in the name of and otherwise on the behalf of each Chargor and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed which a Chargor has failed to do or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 19.

20. MISCELLANEOUS

20.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

20.2 Tacking

The Security Agent shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).

20.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Security Agent may open a new account with the relevant Chargor.
- (b) If the Security Agent does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Security Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation.

20.4 Time deposits

Without prejudice to any right of set-off the Security Agent may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with the Security Agent within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Obligation is due and payable,

that time deposit shall automatically be renewed for any further maturity which the Security Agent considers appropriate.

20.5 Notice to Chargors

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Transaction Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

21. RELEASE

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from this Security or at any earlier time in accordance with the provisions of the Intercreditor Agreement.

22. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed).

This Deed has been executed as a deed and delivered by the Chargors on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

1. Farnborough Airport (Holdings) Limited (registered number 03494464)
2. Farnborough Hotel Limited (with registered number: 11654667)
3. Farnborough Airport Limited (with registered number: 03454447)
4. Farnborough Enterprises (No. 2) Limited (with registered number: 08493212)
5. Farnborough Enterprises Limited (with registered number: 05283026)
6. Farnborough Airport Freehold Limited (with registered number: 06419050)
7. Aviator Hotel (Farnborough) Limited (with registered number: 05812669)

SCHEDULE 2
SECURITY ASSETS

PART 1
ACCOUNTS¹

	Chargor	Account Bank	Account Name	Sort Code	Number
1.	Farnborough Hotel Limited	HSBC UK Bank plc	Business Account	40-02-44	■■■■1804
2.	TAG Farnborough Enterprises Limited (renamed Farnborough Enterprises Limited)	HSBC UK Bank plc	Business Account	40-05-20	■■■■9415
3.	TAG Farnborough Enterprises Limited (renamed Farnborough Enterprises Limited)	HSBC UK Bank plc	Deposit Account	40-05-20	■■■■5632
4.	TAG Hotel Limited (renamed Aviator Hotel (Farnborough) Limited)	HSBC UK Bank plc	Business Account	40-02-44	■■■■6947
5.	TAG Farnborough Airport Limited (renamed Farnborough Airport Limited)	Lloyds Bank Plc	N/A	30-00-02	■■■■5830
6.	TAG Farnborough Enterprises Limited (renamed Farnborough Enterprises Limited)	Lloyds Bank Plc	N/A	30-00-02	■■■■6595
7.	TAG Farnborough Airport Limited (renamed Farnborough Airport Limited)	Lloyds Bank Plc	Call Account	30-00-02	■■■■6217
8.	TAG Farnborough Airport Limited (renamed	Lloyds Bank Plc	TAG Airport Terminal	30-00-02	■■■■2338

¹ Chargor to insert relevant details

	Chargor	Account Bank	Account Name	Sort Code	Number
	Farnborough Airport Limited)				
9.	TAG Farnborough Airport Limited (renamed Farnborough Airport Limited)	Lloyds Bank Plc	Dollar	30-96-34	4831
10.	TAG Farnborough Airport Limited (renamed Farnborough Airport Limited)	Lloyds Bank Plc	Euro	30-96-34	2338
11.	TAG Hotel Limited (renamed Aviator Hotel (Farnborough) Limited)	Lloyds Bank Plc	N/A	30-00-02	3518
12.	TAG Hotel Limited (renamed Aviator Hotel (Farnborough) Limited)	Lloyds Bank Plc	Swan	30-80-12	9768

PART 2
RELEVANT CONTRACTS

Each Loan Agreement.

PART 3

SHARES

Chargor	Company	Certificate Number(s)	Number of Shares
TAG Farnborough (Holdings) Limited (renamed Farnborough Airport (Holdings) Limited)	TAG Farnborough Enterprises (No.2) Limited (renamed Farnborough Enterprises (No.2) Limited)	Not applicable	1 Ordinary Share of £1.00
TAG Farnborough (Holdings) Limited (renamed Farnborough Airport (Holdings) Limited)	TAG Farnborough Airport Limited (renamed Farnborough Airport Limited)	Not applicable	24,500,000 Ordinary Shares of £1.00 each
TAG Farnborough (Holdings) Limited renamed (Farnborough Airport (Holdings) Limited)	TAG Farnborough Airport Freehold Limited (renamed Farnborough Airport Freehold Limited)	1	1 Ordinary Share of £1.00
TAG Farnborough (Holdings) Limited (renamed Farnborough Airport (Holdings) Limited)	Farnborough Hotel Limited	Not applicable	14,480,441 Ordinary Shares of £1.00 each
TAG Farnborough (Holdings) Limited (renamed Farnborough Airport (Holdings) Limited)	TAG Farnborough Airport Freehold (No. 2) Limited (renamed Farnborough Airport Freehold (No.2) Limited)	Not applicable	1 Ordinary Share of £1.00
TAG Farnborough (Holdings) Limited (renamed Farnborough Airport (Holdings) Limited)	TAG Farnborough Airport Freehold (No. 3) Limited (renamed Farnborough Airport Freehold (No.3) Limited)	Not applicable	1 Ordinary Share of £1.00

Chargor	Company	Certificate Number(s)	Number of Shares
Farnborough Hotel Limited	TAG Farnborough Enterprises Limited (renamed Farnborough Enterprises Limited)	Not applicable	11,910,001 Ordinary Shares of £1.00 each
Farnborough Hotel Limited	TAG Hotel Limited (renamed Aviator Hotel (Farnborough) Limited)	Not applicable	2,570,439 Ordinary Shares of £1.00 each

SCHEDULE 3

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [Security Agent] (the **Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Account**), any amount standing to the credit of that account and the debt represented by that account.

Upon your receipt of notice from the Security Agent that an Acceleration Event has occurred (an **Enforcement Notice**) and until such notice has been revoked or otherwise terminated, we irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Account to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Agent.

We confirm that you may continue to operate the Account(s) in accordance with all mandates and other terms of business applicable to the Account(s) unless and until you receive an Enforcement Notice.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS] with a copy to us.

Yours faithfully

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent]

Copy: [Chargor]

Dated:

**Security Agreement dated [] between []
and [] (the Security Agreement)**

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the **Account**), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account, without prejudice to our right to set-off against the monies standing from time to time to the credit of the Account; and
- (d) will continue to operate the Account(s) in accordance with all mandates and other terms of business applicable to the Account(s) until we receive an Enforcement Notice.

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

Yours faithfully

.....
(Authorised signatory)

[Account Bank]

[By countersigning this letter the Security Agent agrees to the Account Bank paying all accrued interest on each Account to the Chargor in accordance with its normal business terms.

Yours faithfully

.....
(Authorised signatory)

[Security Agent]

SCHEDULE 4
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent]

Dated:

**Security Agreement dated [] between []
and [] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [Security Agent] (the **Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without its prior consent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS], with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent]

Copy: [Chargor]

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

We confirm that we have not received notice of the interest of any third party in the Contract.

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 5
FORMS OF LETTER FOR INSURANCES
PART 1

NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the insurance policies)

To: [Insurer]

Copy: [●] as Security Agent

[Date]

Dear Sirs,

**Security Agreement dated [●] 2019 between the Chargors (as defined therein)
and [●] as Security Agent (the Security Agreement)**

1. This letter constitutes notice to you that under the Security Agreement, we have assigned in favour of the Security Agent as first priority assignee all amounts payable to it under or in connection with an Insurance (as defined in the Security Agreement) taken out with you by or on behalf of it or under which it has a right to claim as set out below and all of its rights in connection with those amounts.

Policy Name	Policy Number
[●]	[●]
[●]	[●]

2. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.
3. We confirm that as the security under the Security Agreement has become enforceable and as a result, in accordance with the terms of the Security Agreement:
- (a) all amounts payable to us under [each] such Insurance must be paid to the Security Agent; and
 - (b) any of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. We confirm that:
- (a) we will remain liable under [each] such Insurance to perform all the obligations assumed by us under [the] [that] Insurance; and

- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such Insurance.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
 6. On receipt of this notice, please note on the relevant Insurances the Security Agent's interest as loss payee of those amounts and rights set out in paragraphs 3(a) and (b) above.
 7. Please send to the Security Agent at [●], with a copy to us, the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.
 8. We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
 9. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

PART 2

LETTER OF UNDERTAKING

To: [●] (the **Security Agent**)

Copy: [Chargor] (the **Chargor**)

[Date]

Dear Sirs,

**Security assignment agreement dated [●] 2019 between the Chargors (as defined therein)
and the Security Agent (the Security Agreement)**

1. We confirm receipt from the Chargor of a notice dated [●] (the Notice) of an assignment by it upon the terms of the Security Agreement of all amounts payable to it under or in connection with any Insurance (as defined in the Security Agreement) taken out with us by or on behalf of it or under which it has a right to claim, including but not limited to the insurance policies set out below, and all of its rights in connection with those amounts.

Policy Name	Policy Number
[●]	[●]

2. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.
3. We confirm receipt from the Chargor of the Notice that security has become enforceable under the Security Agreement in accordance with the terms of the Security Agreement, and therefore agree and acknowledge:
- (a) the instructions contained in the Notice and agree to comply with the Notice;
 - (b) that all amounts payable to the Chargor under [each] such Insurance must be paid to the Security Agent; and
 - (c) any of the rights of the Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.

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

Yours faithfully,

.....

(Authorised signatory)

For [Insurer]

SIGNATORIES

The Chargors

EXECUTED AS A DEED by)
FARNBOROUGH AIRPORT (HOLDINGS) LIMITED)
acting by

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

REDACTED UNDER S859G OF THE COMPANIES ACT
2006

Name: John Bruen
Title: Director

Name: Simon Geere
Title: Director

EXECUTED AS A DEED by)
FARNBOROUGH HOTEL LIMITED acting by)

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

REDACTED UNDER S859G OF THE COMPANIES
ACT 2006

Name: John Bruen
Title: Director

Name: Simon Geere
Title: Director

The Chargors (continued)

EXECUTED AS A DEED by
FARNBOROUGH ENTERPRISES (NO. 2) LIMITED

acting by

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name: John Bruen

Title: Director

)
)
REDACTED UNDER S859G OF THE COMPANIES ACT
2006

Name: Simon Geere

Title: Director

EXECUTED AS A DEED by
FARNBOROUGH ENTERPRISES LIMITED

acting by

REDACTED UNDER S859G OF THE COMPANIES
ACT 2006

Name: John Bruen

Title: Director

)
)
REDACTED UNDER S859G OF THE COMPANIES ACT
2006

Name: Simon Geere

Title: Director

EXECUTED AS A DEED by
FARNBOROUGH AIRPORT FREEHOLD LIMITED

acting by

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name: John Bruen

Title: Director

)
)
REDACTED UNDER S859G OF THE COMPANIES ACT
2006

Name: Simon Geere

Title: Director

EXECUTED AS A DEED by
AVIATOR HOTEL (FARNBOROUGH) LIMITED
acting by

REDACTED UNDER S859G OF THE COMPANIES
ACT 2006

Name: *John Bruen*

Title: Director

)
)
REDACTED UNDER S859G OF THE COMPANIES ACT 2006

Name: *Simon Geere*

Title: Director

EXECUTED AS A DEED by
FARNBOROUGH AIRPORT LIMITED
acting by

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name: *John Bruen*

Title: Director

)
)
REDACTED UNDER S859G OF THE COMPANIES ACT
2006

Name: *Simon Geere*

Title: Director

Security Agent

EXECUTED AS A DEED by

WILMINGTON TRUST (LONDON) LIMITED

acting by

REDACTED UNDER S859G OF THE
COMPANIES ACT 2006

Name: Keith Reader
Authorised Signatory

Title: Authorised Signatory

In the presence of:

REDACTED UNDER S859G OF
THE COMPANIES ACT 2006

Name: Marcy Massaki
Relationship Manager

Address: Third Floor
1 King's Arms Yard
London
EC2R 7AF

Name:

Title: