



Registration of a Charge

Company name: **ACHILLES PROFESSIONAL SERVICES LIMITED**

Company number: **05452086**



X56PQM88

Received for Electronic Filing: **10/05/2016**

Details of Charge

Date of creation: **04/05/2016**

Charge code: **0545 2086 0003**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5452086

Charge code: 0545 2086 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2016 and created by ACHILLES PROFESSIONAL SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2016 .

Given at Companies House, Cardiff on 11th May 2016

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

We certify that, save for material redacted pursuant to s.
859G of the Companies Act 2006, this copy instrument is a
correct copy of the original instrument.

Dated this 10 May 2016

Signed: *Osborne Clarke LLP*

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Debenture

- (1) Maintel Holdings plc and certain subsidiaries
- (2) The Royal Bank of Scotland plc as Security Agent

Dated

4 May

2016

Osborne Clarke LLP

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London

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KMV/1045297/O28803540.1/LLS

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This Deed is made on

4 May

2016

Between:

- (1) Each person listed in Schedule 1 (the "Original Chargers"); and
- (2) The Royal Bank of Scotland plc as agent and trustee for the Secured Parties (the "Security Agent").

This Deed witnesses as follows:

1. Definitions and Interpretation

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Facilities Agreement shall have the same meanings when used in this Deed and the following definitions shall apply:

"Accession Deed" means a document substantially in the form set out in Schedule 4 (*Form of Accession Deed*) or such other form as the Security Agent may require (acting reasonably).

"Acquisition Agreements" means the following agreements dated 8 April 2016 relating to the sale and purchase of the various classes of shares in Warden Holdco Limited (registration number: 07857625) and Warden MidCo Limited (registration number: 08713482) and made between the Parent and:

- (a) the Sellers and Warden Holdco Limited;
- (b) Silverfleet Fourth Nominees Limited, Silverfleet PSPS Nominees Limited, Silverfleet BOS Nominees Limited and Silverfleet Holborn Nominees Limited;
- (c) RBC CEES Trustee Limited;
- (d) Investec Bank plc; and
- (e) Nab Investments Limited,

and each shall be an "Acquisition Agreement".

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Charger's affairs, business and property.

"Assigned Contract" means each contract specified in part 4 of Schedule 2, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) each contract specified as an Assigned Contract in an Accession Deed or a Supplemental Debenture.

"Blocked Accounts" means:

- (a) any Book Debts Account, any Mandatory Prepayment Account, any Holding Account and, with effect from the date of an Accession Deed or a Supplemental Debenture, any accounts specified as a Blocked Account in that Accession Deed or Supplemental Debenture (as the case may be); and
- (b) all monies standing to the credit of each such account and all Related Rights in respect of such account or the monies standing to the credit thereof.

"Book Debts Account" means such separate and denominated account or accounts with the Security Agent or such Secured Party as may be specified in writing by the Security Agent for the purpose of receiving payment of the proceeds of realisation and collection of Debts.

"Burnley Property" means the freehold property being land lying to the south east of Billington Road Burnley, at Farrington Road, Rossendale Road Industrial Estate, Burnley BB11 5FH registered at the Land Registry with title number LA545322.

"Charged Agreement" means any present or future agreement to which a Chargor is a party (or any present or future agreement in which a Chargor has a right, title or interest) which does not prohibit, either absolutely or conditionally (including requiring the consent of any third party), that Chargor from creating security over its interest in, that agreement, including any Hedging Agreement, together with any other agreement supplementing or amending or novating or replacing the same.

"Chargors" means each Original Chargor and any person that executes and delivers an Accession Deed in favour of the Security Agent after the date of this Deed.

"Debts" means:

- (a) all monies or liabilities due, owing or incurred by a person to a Chargor at present or in the future, in any manner, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety; and
- (b) any Related Rights in respect thereof.

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the Security Agent under clause 25.16 (*Acceleration*) of the Facilities Agreement.

"Derivative Asset" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

"Excluded Intellectual Property" has the meaning given to such term in clause 4.3.

"Excluded Leasehold Property" has the meaning given to such term in clause 4.1.

"Facilities Agreement" means an agreement dated 8 April 2016 and made between, amongst others, Maintel Holdings plc (as parent), The Royal Bank of Scotland plc (as arranger, agent, security agent and original lender) and as amended, novated, supplemented, extended or restated from time to time.

"Finance Documents" means the Finance Documents as defined in the Facilities Agreement and as amended, novated, supplemented, extended or restated from time to time.

"Floating Charge Asset" means an asset charged under sub-clause 3.3 (*Floating charge*) or sub-clause 5.1(d) (*Security*) of an Accession Deed.

"Holding Account" means any bank account which is designated as a **"Holding Account"** pursuant to the terms of the Facilities Agreement.

"Insurance Proceeds" means all monies from time to time payable to a Chargor under or pursuant to the Insurances, including the refund of any premium.

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors' and officers' insurance.

"Intellectual Property Rights" means:

- (a) all of the assets specified in part 2 of Schedule 2 (*Intellectual Property*) (if any);

- (b) all of the assets described in part 3 of the schedule to an Accession Deed (if any);
- (c) any patents, licences, domain names, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered;
- (d) the benefit of all applications and rights to use those assets described in paragraphs (a) to (c) (inclusive) of each Chargor (which may now or in the future subsist); and
- (e) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (d) (inclusive).

"Investment" means any present or future stock, share, debenture, loan stock, interest in any investment fund and any other present or future security (whether or not marketable) whether owned directly or by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing.

"LPA" means the Law of Property Act 1925.

"Mandatory Prepayment Account" means any bank account which is designated as a **"Mandatory Prepayment Account"** pursuant to the terms of the Facilities Agreement.

"Material Property" means all Property other than any Short Leasehold Property.

"Obligor" means each Chargor and each other Obligor as defined in the Facilities Agreement.

"Other Accounts" means all a Chargor's present and future accounts (other than a Blocked Account) with any bank or other person, all monies standing to the credit of each such account and all Related Rights in respect of any such account.

"Parent" means Maintel Holdings plc (registration number 03181729).

"Party" means a party to this Deed.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than any assets that are deemed by law to be immoveable property), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of a Chargor.

"Property" means:

- (a) all of the freehold and/or leasehold property of a Chargor described in part 1 of Schedule 2 (*The Property*), the schedule to each Supplemental Debenture and part 1 of the schedule to each Accession Deed (if any);
- (b) all present and future freehold and leasehold property or immovable property of a Chargor situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) (inclusive),

and **"Properties"** shall be construed accordingly.

"Receiver" means a receiver or receiver and manager of the whole or any part of the Security Assets.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under each Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Security Assets" means:

- (a) the assets mortgaged, charged or assigned by way of security to the Security Agent by this Deed, any Accession Deed or any Supplemental Debenture; and
- (b) any assets held on trust by a Chargor for the Security Agent.

"Security Period" means the period from the date of this Deed until the date on which the Security Agent has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding.

"Sellers" means the parties listed in Part 1 of Schedule 1 to the Acquisition Agreement detailed in paragraph (a) of the definition of Acquisition Agreements, being: Finpart BV, NIBC Bank N.V., Barclays Converted Investments No 2 Limited, Globe Nominees Limited, Remich Holding I SARL, BOI-IF Services No5 Company, AIB Venture Capital Limited, and North Westerly CLO III B.V.

"Shares" means:

- (a) the shares described in part 3 of Schedule 2 (*Shares*) and part 2 of the schedule to each Accession Deed (if any);
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Short Leasehold Property" means a leasehold property held by a Chargor now or in the future under a lease granted at a rack rate and which has an unexpired term of 15 years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor).

"Supplemental Debenture" means a supplemental debenture to this Deed in the form set out in Schedule 6 (*Supplemental Debenture*) or such other form as the Security Agent may require.

"Warranty Deed" means the warranty deed relating to the Acquisition Agreements entered into on or around the date of this Deed between Chris Jagusz and Andrew Marshall (as warrantors) and the Parent (as buyer).

"Tax Deed" means the tax deed relating to the Acquisition Agreements entered into on or around the date of this Deed between Chris Jagusz and Andrew Marshall (as warrantors) and the Parent (as buyer).

1.2 Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Deed, and shall be deemed to be incorporated into this Deed, mutatis mutandis, as though set out in full in this Deed, with any reference to **"this Agreement"** being deemed to be a reference to **"this Deed"**, subject to any other necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.
- (c) Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.4 Implied Covenants for Title

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

1.5 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.6 Trusts

- (a) The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with the terms of Schedule 12 (*Security Trust Provisions*) of the Facilities Agreement.
- (b) The perpetuity period for any trusts created by this Deed is 125 years.

1.7 Finance Document

This Deed is a Finance Document.

2. Covenant to pay

Each Chargor as primary obligor covenants with the Security Agent (as trustee for the Secured Parties) that it will in accordance with their terms pay to the Security Agent the Secured Liabilities from time to time when the same fall due for payment.

3. Security Assets

3.1 Fixed charges

Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, each Property (other than the Burnley Property, any Short Leasehold Property and, subject to clause 4.1 (*Leases restricting charging*), any Excluded Leasehold Property); and
- (b) by way of first fixed charge:
 - (i) all Property (other than any Short Leasehold Property and subject to clause 4.1 (*Leases restricting charging*) any Excluded Leasehold Property) not effectively mortgaged under sub-clause 3.1(a));
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged under sub-clause 3.1(b)(ii);
 - (iv) all Shares;
 - (v) all Debts;
 - (vi) all Insurance Proceeds and Insurances;
 - (vii) all Blocked Accounts;
 - (viii) all Other Accounts;
 - (ix) all Investments;
 - (x) all Intellectual Property Rights;
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) its goodwill and uncalled capital;
 - (xiii) any Charged Agreement; and
 - (xiv) if not effectively assigned by way of security pursuant to sub-clause 3.2 (*Security Assignment*), all its rights and interests in (and claims under) the assets described in sub-clause 3.2 (*Security Assignment*).

3.2 ***Security assignment***

As security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) each Acquisition Agreement;
- (b) the Warranty Deed;
- (c) the Tax Deed;
- (d) each Assigned Contract;
- (e) any Hedging Agreement; and
- (f) all Related Rights in respect of each of sub-clauses 3.2(a) to 3.2(e) (inclusive).

3.3 ***Floating charge***

- (a) As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 3.1 (*Fixed Charges*) or which are effectively assigned by way of security under sub-clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3.4 ***Conversion of floating charge by notice***

If:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent is of the view (acting reasonably and in good faith) that the Floating Charge Assets specified in such notice and expressed to be charged to the Security Agent under this Deed are in danger of being sold as a result of any distress, attachment, legal process or execution being enforced against any such Floating Charge Assets,

the Security Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in that notice. The relevant Chargor shall promptly following request by the Security Agent execute a fixed charge or legal or equitable assignment over those assets in such form as the Security Agent may require.

3.5 ***Automatic conversion of floating charge***

If, without the prior written consent of the Security Agent:

- (a) a Chargor creates any Security (other than Permitted Security) over all or any of the Security Assets or attempts to do so;
- (b) any person levies or takes any formal step to levy any distress, attachment, execution or other legal process against any of the Security Assets;
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or
- (d) if notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to a Chargor,

then the floating charge created by this Deed over the Floating Charge Assets of that Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs, provided that in relation to clause 3.5(b), such conversion will occur only in respect of those Security Assets which are the subject of a person levying or taking a formal step to levy any of the process referred to in that clause.

3.6 ***Small company moratorium***

Notwithstanding any other provision of this Deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Deed to crystallise or causing restrictions which would not otherwise

apply to be imposed on the disposal of any asset by a Chargor or a ground for the appointment of a Receiver.

4. Exclusions

4.1 *Leases restricting charging*

- (a) There shall be excluded from the charge created by clause 3.1 (*Fixed charges*) and the further assurance provisions set out in clause 6 (*Further assurances and protection of priority*) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Leasehold Property**") only until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Leasehold Property (other than, for the avoidance of doubt, a Short Leasehold Property), each relevant Chargor undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition or condition within 15 Business Days of the date of this Deed or, as the case may be, the date of the Accession Deed or the date of acquisition of the relevant leasehold property; and
 - (ii) in respect of each Excluded Leasehold Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours for a period of not less than 20 Business Days but not more than 60 Business Days to obtain that consent and to notify the Security Agent upon receipt of the relevant consent. The relevant Chargor shall keep the Security Agent informed of progress of such matters at reasonable intervals.
- (c) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Leasehold Property shall stand charged to the Security Agent under clause 3.1 (*Fixed charges*). If required by the Security Agent (acting reasonably but on no more onerous terms than the terms of this Deed as regards Property) at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid legal mortgage in such form as the Security Agent shall reasonably require within 10 Business Days of a draft of the same being provided to the relevant Chargor following the relevant waiver or consent being granted.

4.2 *Release of assets from Debenture Security*

- (a) If the landlord of a property which is held under a lease which either precludes absolutely or conditionally a Chargor from creating any charge or other Security over its leasehold interests in that property or allows the landlord to claim forfeiture, irritancy or any other applicable remedy if any charge or other Security is created (each a "**Consent Property**") notifies the relevant Chargor that it is seeking (or intends to seek) forfeiture, irritancy or any other available remedy for breach of the relevant lease as a result of the creation of the charges or other Security under this Deed, or notifies the relevant Chargor that it intends to terminate or seek forfeiture or irritancy of the relevant lease or otherwise take action that is reasonably likely to adversely affect the Chargor's interests and the Chargor, after taking legal advice, does not have a reasonable likelihood of being able to seek relief from forfeiture, irritancy or other applicable remedy or otherwise defend such claim or action (other than by releasing the Consent Property from the Transaction Security) then (at the cost of the relevant Chargor):
- (b) the Security Agent shall promptly upon being provided with a copy of the notice, letter or other communication from the landlord or its representative (or other evidence acceptable to the Security Agent (acting reasonably)) execute such documents as are

necessary to release such Consent Property from the charges created by clause 3.1 (*Fixed charges*); and/or

- (c) if the relevant landlord is taking such action in respect of the charges created by clause 3.3 (*Floating charge*) the Security Agent shall promptly upon being provided with a copy of the notice, letter or other communication from the landlord or its representative (or other evidence acceptable to the Security Agent (acting reasonably)) execute such documents as are necessary to release such Consent Property from the charges created by clause 3.3 (*Floating charge*) unless the Security Agent (acting reasonably) considers that such release would adversely affect its ability to appoint an administrator.

4.3 ***Intellectual Property restricting charging***

- (a) There shall be excluded from the charge created by clause 3.1 (*Fixed charges*) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") only until the relevant condition or waiver has been satisfied or obtained.
- (b) For each item of Excluded Intellectual Property, each relevant Chargor undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition or condition within 20 Business Days of the date of this Deed or, as the case may be, the date of the Accession Deed or the date of the licence or other agreement relating to the relevant Intellectual Property; and
 - (ii) in respect of each item of Excluded Intellectual Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours for a period of not less than 20 Business Days but not more than 60 Business Days to obtain that consent and to notify the Security Agent upon receipt of the relevant consent. The relevant Chargor shall keep the Security Agent informed of progress of such matters at reasonable intervals.
- (c) Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (*Fixed charges*). If required by the Security Agent (acting reasonably), at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require (but on terms no more onerous than the terms of this Deed in respect of Intellectual Property) within 10 Business Days of the draft of such document being provided to the relevant Chargor following any such request by the Security Agent.

- 4.4 Pending receipt of any consent or waiver, or satisfaction of any condition, described in this clause 4 (*Exclusions*), each Chargor shall hold all of its right, benefit and interest in a Excluded Intellectual Property and Excluded Leasehold Property on trust for the Security Agent.

5. **Nature of Security**

5.1 ***Continuing security***

- (a) The Security created by this Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) If any purported obligation or liability of any Obligor to the Secured Parties which if valid would have been the subject of any obligation or charge created by this Deed is

or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to any Secured Party, the Chargors shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargors were the principal debtors in respect thereof. Each Chargor agrees to keep the Secured Parties fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.

(c) The obligations and liabilities of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this paragraph, would reduce, release or prejudice any of its obligations or liabilities under this Deed (without limitation and whether or not known to any Secured Party) including:

- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over any assets of any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (v) any amendment (however fundamental) or replacement of any Finance Document or any other document or Security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (vii) any insolvency or similar proceedings.

(d) Until the Security Period has ended and unless the Security Agent otherwise directs, a Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (i) to be indemnified by any other Obligor (including any rights it may have by way of subrogation);
- (ii) to claim any contribution from any guarantor of any other Obligor of the obligations under the Finance Documents;
- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Agent or any of the other Secured Parties under any Finance Document or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents;
- (iv) to claim, rank, prove or vote as a creditor of any other Obligor or its estate in competition with the Security Agent or any of the other Secured Parties; and/or
- (v) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Obligor, or exercise any right of set-off against any other Obligor.

- (e) Each Chargor shall hold on trust for and immediately pay or transfer to the Security Agent any payment or distribution or benefit of Security received by it contrary to this sub-clause.
- (f) Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of the Finance Document to the contrary.
- (g) Until the Security Period has ended, the Security Agent may refrain from applying or enforcing any other monies, Security or rights held or received by the Security Agent in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and a Chargor shall not be entitled to the benefit of the same.
- (h) Without prejudice to the generality of clause 5.1(c), each Chargor expressly confirms that it intends that the Security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

5.2 **Non-merger of Security**

The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against any Chargor without first having recourse to any other rights of the Security Agent.

6. **Further assurances and protection of priority**

6.1 **General**

- (a) Subject to the Agreed Security Principles, each Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including Supplemental Debentures, assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect or protect the Security created or intended to be created under, or evidenced by, this Deed (which may include the execution of a Supplemental Debenture, mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Secured Parties provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Security Agent or confer on the Secured Parties, Security over any assets of a Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Security Agent) for the Secured Parties; and/or

- (iii) to facilitate the realisation or enforcement of the assets following the occurrence of a Declared Default, which are, or are intended to be, the subject of the Security created, or intended to be created, by this Deed.
- (b) Each Chargor shall take all such action (including making all filings and registrations) as may be legally necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Parties by or pursuant to this Deed.

6.2 **HM Land Registry**

- (a) Save in respect of any Short Leasehold Property or Excluded Leasehold Property, in relation to each Property from time to time, each Chargor irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"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 debenture dated • in favour of The Royal Bank of Scotland plc referred to in the charges register."

- (b) The Finance Parties must perform their obligations under the Facilities Agreement (including any obligation to make available further advances). In relation to each Property (save in respect of the Burnley Property, each Short Leasehold Property and any Excluded Leasehold Property), the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) of the obligation to make further advances.

6.3 **Register of Intellectual Property Rights**

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interests of the Security Agent in any registers relating to registered Intellectual Property Rights.

6.4 **Notices**

- (a) Each Chargor shall, within 5 Business Days of the date of this Deed, give notice of:
 - (i) the charge over its Blocked Accounts and Other Accounts (other than accounts maintained with the Security Agent) under this Deed to the person at which such accounts are maintained in the form set out in part 1 of Schedule 3 (*Form of notice in relation to a Blocked Account or Other Account*); and
 - (ii) the assignment of the Acquisition Agreements, the Warranty Deed and Tax Deed, any Hedging Agreement and any other Assigned Contract under this Deed to each counterparty in the form set out in part 2 of Schedule 3 (*Form of notice in relation to Contracts*),

and, in each case, shall use all reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Security Agent an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Security Agent may require (acting reasonably).

- (b) The Security Agent shall not, until such time as an Event of Default is continuing, give notice to any third party of the type referred to in a notice served pursuant to sub-clause 6.4(a) above.

7. Representations and warranties

Each Chargor makes the representations and warranties listed below in favour of each of the Secured Parties.

7.1 Security Assets

- (a) Immediately prior to the date of this Debenture it was the legal and beneficial owner of the Security Assets with the right to transfer with full title guarantee all or any part of the Security Assets and had good marketable title to the Security Assets.
- (b) Save in respect of any Security Assets legally assigned to the Security Agent pursuant to this Debenture, it is the legal and beneficial owner of the Security Assets with the right to transfer with full title guarantee all or any part of the Security Assets and has good marketable title to the Security Assets.
- (c) Schedule 2 (*Security Assets*) identifies:
 - (i) save for the Burnley Property, each Short Leasehold Property and the Excluded Leasehold Property, all the freehold and leasehold property situated in England and Wales;
 - (ii) all the registered trade marks, domain names, licences and applications in respect of the same; and
 - (iii) all the shares in respect of companies incorporated in England and Wales,

beneficially owned by each Chargor at the date of this Deed.

7.2 Investments and Shares

- (a) All Investments and the Shares are fully paid and none are subject to any option to purchase or similar rights.
- (b) It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.
- (c) The constitutional documents of any company whose shares are the subject of the Security created by this Deed do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security.

7.3 Repetition

The representations in this clause are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

8. Undertakings

8.1 Duration of undertakings

Each Chargor undertakes to the Security Agent in the terms of this clause for the duration of the Security Period.

8.2 General undertakings

- (a) *Negative pledge and disposal restrictions*

It will not:

- (i) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
- (ii) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Facilities Agreement or with the prior written consent of the Security Agent.

(b) *Deposit of documents or title deeds*

It will deposit with the Security Agent:

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent, all deeds, stock and share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset (including, without limitation, all deeds and documents of title relating to the Property) save for (a) the Burnley Property, (b) each Short Leasehold Property and (c) the Excluded Leasehold Property (unless and until such Property ceases to be an Excluded Leasehold Property);
- (ii) any stock transfer forms or other instruments of transfer duly completed to the Security Agent's satisfaction;
- (iii) to the extent requested by the Security Agent from time to time:
 - (A) copies of all the Assigned Contracts;
 - (B) copies of all Hedging Agreements, the Acquisition Agreements, Warranty Deed and Tax Deed;
 - (C) all deeds and documents of title (if any) relating to the Debts;
 - (D) details of all Plant and Machinery;
 - (E) details of all bank accounts; and
- (iv) any other document which the Security Agent may require for the purposes of perfecting the Security created by this Deed.

(c) *Compliance with laws*

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Security Assets where failure to do so or comply has or is reasonably likely to have a Material Adverse Effect.

(d) *Information*

It shall supply promptly to the Security Agent such information in relation to the Security Assets as the Security Agent may reasonably request.

(e) *Insurance*

Each Chargor shall:

- (i) supply as soon as reasonably practicable upon the reasonable request of the Security Agent, copies of each of its policies of insurance together with the current premium receipts relating to each such policy;
- (ii) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance policies in full force and effect. If the Chargor at any time fails to effect or keep up the insurances required under clause 24.18 (*Insurance*) of the Facilities Agreement, the Security Agent may pay such premiums and other monies or take any other action required to ensure such insurances are effected or kept up, and the Company shall reimburse the Security Agent for the amount of such premiums and other monies within 5 Business Days of written demand;
- (iii) not, without the prior written consent of the Security Agent, do any act or commit any default which would prejudice the insurance policies, including, without limitation, any act or default whereby the insurance policies would become void or voidable; and
- (iv) apply any monies received by virtue of any insurance relating to the whole or any part of the Security Assets in accordance with the terms of the Finance Documents.

8.3 ***Investments and Shares***

(a) *Exercise of rights*

- (i) Unless an Event of Default has occurred and is continuing, each Chargor shall be entitled to:
 - (A) receive and retain all dividends, distributions and other monies paid on or derived from its Investment and Shares; and
 - (B) exercise all voting and other rights and powers attaching to its Investment and Shares, provided that it must not do so in a manner which:
 - (C) has the effect of changing the terms of such Investment and Shares (or any class of them) or of any Related Rights in a manner prohibited by the Facilities Agreement; or
 - (D) is materially prejudicial to the interests of the Security Agent and/or the other Secured Parties under this Deed.

- (b) At any time when an Event of Default is continuing, it shall not, without the prior written consent of the Security Agent, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

(c) *Registration of transfers*

If requested by the Security Agent following a Declared Default, it shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Security Agent or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

(d) *Clearance systems etc*

If requested by the Security Agent following a Declared Default, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for its or some nominee's account to the

account of the Security Agent (or its nominee) with such clearance system (or as otherwise required by the Security Agent).

(e) *Acquisition and calls*

It shall:

- (i) not, without the prior written consent of the Security Agent, acquire any Investments or Shares unless permitted pursuant to the Facilities Agreement;
- (ii) promptly notify the Security Agent of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from a Chargor in respect of any Investments or Shares.

(f) *Dividends*

At any time after a Declared Default, it shall immediately pay all dividends or other monies received by it in respect of the Investments and the Shares to the Security Agent, or as the Security Agent may direct.

(g) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

8.4 *Debts*

(a) *Value of Debts*

- (i) It undertakes to provide to the Security Agent promptly upon its reasonable request (and in a form acceptable to the Security Agent) a certificate showing the aggregate value of the Debts due to it from any person.
- (ii) It will ensure that all material Debts are evidenced by a written agreement between it and the debtor or debtors.

(b) *Realisation of Debts*

During the Security Period, it undertakes with reference to the Debts:

- (i) to collect the Debts in the ordinary course of its business and (prior to the payment into any Book Debts Account) to hold the proceeds of those Debts on trust for the Security Agent;
- (ii) not, without the prior written consent of the Security Agent, to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so other than where to do so would constitute a Permitted Disposal or is otherwise permitted under the Facilities Agreement;
- (iii) if required by the Security Agent whilst an Event of Default is continuing, to pay into the Book Debts Account or otherwise as the Security Agent may direct all monies it may receive in respect of the Debts; and

- (iv) if called upon so to do by the Security Agent whilst an Event of Default is continuing, execute a legal assignment of the Debts to the Security Agent in such terms as the Security Agent in its discretion may require, give such notice of that legal assignment to the debtors from whom the Debts are due, owing or incurred and take any such other step as the Security Agent in its discretion may require to perfect such legal assignment.

(c) *Blocked Accounts*

During the Security Period, no Chargor shall, except with the prior written consent of the Security Agent, withdraw or attempt or be entitled to withdraw from any Blocked Account all or any monies standing to the credit of any Blocked Account.

(d) *Other Bank Accounts*

Whilst an Event of Default is continuing, if the Security Agent has served written notice on the Parent requiring the same, no Chargor shall, except with the prior written consent of the Security Agent, withdraw or attempt or be entitled to withdraw from any of its bank accounts all or any monies standing to the credit of such bank accounts.

8.5 Intellectual Property Rights

It shall:

- (a) take all necessary action to safeguard and maintain its rights, present and future, in or relating to material Intellectual Property Rights (including the payment of all renewal fees and all steps which are necessary to maintain any applicable registrations with any appropriate registry or other government authority or body);
- (b) if requested in writing by the Security Agent (acting reasonably), keep the Security Agent fully informed as to the registration or requirement to renew the registration of any Intellectual Property Rights;
- (c) not use or refrain from using its Intellectual Property Rights in a way which may materially and adversely affect the value of those Intellectual Property Rights; and
- (d) notify the Security Agent promptly of any infringement or suspected infringement or any challenge to the validity of its material Intellectual Property Rights and, at the request of the Security Agent (acting reasonably), take all steps necessary to prevent or bring to an end any such infringement and to defend any such challenge.

8.6 Property

(a) *Title*

- (i) Each Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property (excluding any Short Leasehold Property and any Excluded Leasehold Property).
- (ii) No Chargor may agree to any material amendment, supplement, material waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.

(b) *Maintenance*

Each Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on its Property are in, and maintained in, good and substantial repair and condition and, as appropriate, in good working order.

(c) **Notices**

Each Chargor must, within 14 days after the receipt of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord which could adversely affect the use or enjoyment by that Chargor of its Property (or any part of it):

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

8.7 Power to remedy

If a Chargor fails to comply with any covenant set out in sub-clause 8.2 (*General undertakings*) to sub-clause 8.6 (*Property*) (inclusive) and that non-compliance has not been remedied within 10 Business Days of the earlier of: (A) the Security Agent giving written notice to such Chargor requiring compliance and (B) the Chargor becoming aware of the non-compliance, it will allow (and irrevocably authorises) the Security Agent or any Receiver to take any action on its behalf which the Security Agent or the Receiver deems necessary or desirable to ensure compliance with those covenants. Each Chargor shall reimburse to the Security Agent and/or any Receiver, on demand, all amounts expended by the Security Agent or any Receiver in remedying such failure together with interest in accordance with clause 11.3 (*Default Interest*) of the Facilities Agreement from the date of payment by the Security Agent or Receiver (as the case may be) until the date of reimbursement.

9. Enforcement and powers of the Security Agent

9.1 Enforcement

Upon the occurrence of a Declared Default, the Security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to the Chargors or any of them or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law.

9.2 Power of sale, leasing and other powers

- (a) For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time when an Event of Default is continuing.
- (b) The Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the LPA.

- (c) In the exercise of the powers conferred by this Deed, the Security Agent may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and it may apportion any rent or other amount without the consent of any Chargor.

9.3 **Statutory restrictions**

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security constituted by this Deed.

9.4 **Appropriation**

- (a) In this Deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.
- (b) Upon the occurrence of a Declared Default, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with sub-clause 9.4(b) shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Security Agent by reference to such method or source of valuation as the Security Agent may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for in this sub-clause or selected by the Security Agent in accordance with this sub-clause shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Security Agent shall notify the relevant Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

10. **Appointment of a Receiver or Administrator**

10.1 **Appointment**

- (a) Upon the occurrence of a Declared Default, or at the request of a Chargor or its directors, the Security Agent may, without prior notice to the Chargors or any of them, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in sub-clause 10.1(a) shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) of the LPA shall not apply to this Deed.

10.2 **Several Receivers**

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

10.3 **Remuneration of Receiver**

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it from time to time. For the purpose of this sub-clause, the limitation set out in section 109(6) of the LPA shall not apply.

10.4 Liability of Security Agent for actions of a Receiver or Administrator

- (a) Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. No Secured Party shall be responsible for any misconduct, negligence or default of a Receiver.
- (b) No Secured Party shall have any liability for the acts or omissions of an Administrator.

11. Powers of a Receiver

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule 7 (*Powers of Receiver*);
- (b) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Security Agent under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, a Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of a Chargor (whether under hand, or by way of deed or by utilisation of the company seal of a Chargor)).

12. Application of monies

12.1 Order of application

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security created by this Deed (for the purposes of this clause, the "**Recoveries**") shall be held by the Security Agent on trust to apply the same at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (a) in discharging any sums owing to the Security Agent or any Receiver or Administrator;
- (b) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Security created by this Deed;
- (c) in payment of any Secured Liabilities; and

- (d) the balance of any Recoveries, after all amounts due under sub-clauses 12.1(a) to (c) (inclusive) have been paid in full, to the relevant Chargor.

The provisions of this sub-clause will override any appropriation made by a Chargor.

12.2 ***Prospective liabilities***

At any time after the occurrence of a Declared Default, the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under sub-clause 12.1 (*Order of application*) in respect of:

- (a) any sum to a Secured Party; and
- (b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

12.3 ***Investment of proceeds***

Prior to the application of the proceeds of the Recoveries in accordance with sub-clause 12.1 (*Order of application*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of sub-clause 12.1 (*Order of application*).

12.4 ***Currency conversion***

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any monies received or recovered by the Security Agent from one currency to another, at a market rate of exchange.
- (b) The obligations of any Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

12.5 ***Permitted deductions***

The Security Agent shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise.

12.6 ***Good discharge***

- (a) Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Agent on behalf of the Finance Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.

- (b) The Security Agent is under no obligation to make the payments to the Agent under sub-clause 12.6(a) in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

13. Protection of third parties

13.1 No obligation to enquire

No purchaser from, or other person dealing with, a Secured Party shall be obliged or concerned to enquire whether:

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

13.2 Receipt conclusive

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

14. Protection of the Secured Parties

14.1 No liability

No Secured Party shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.

14.2 Possession of Security Assets

Without prejudice to sub-clause 14.1 (*No liability*), if a Secured Party enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 No proceedings

No Party (other than the Security Agent, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of a Secured Party in respect of any claim it might have against a Secured Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of a Secured Party may rely on this sub-clause subject to sub-clause 1.4 (*Third party rights*) of the Facilities Agreement and the provisions of the Third Parties Rights Act.

15. Cumulative powers and avoidance of payments

15.1 Cumulative powers

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

15.2 Amounts avoided

If any amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

15.3 Discharge conditional

Any settlement or discharge between a Chargor and the Security Agent shall be conditional upon no security or payment to the Security Agent by a Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Security Agent under this Deed) the Security Agent shall be entitled to recover from each Chargor the value which the Security Agent has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

16. Ruling-off accounts

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

17. Power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action after an Event of Default has occurred which such Chargor is obliged to take under this Deed, including under clause 6 (*Further assurances and protection of priority*), or, if no Event of Default has occurred, which such Chargor has failed to take if such failure has not been remedied within 10 Business Days of the Security Agent giving written notice to the relevant Chargor and/or the Parent requiring compliance. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under the terms of this clause but only to the extent required to remedy the relevant failure to comply.

18. Delegation

18.1 A Secured Party may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.

18.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that that Secured Party may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

19. Redemption of prior charges

The Security Agent may redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

20. **Miscellaneous**

20.1 **Assignment**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed.

20.2 **Counterparts**

- (a) 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.
- (b) Failure by one or more Parties ("**Non-Signatories**") to execute this Deed on the date of this Deed will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Any Non-Signatories may execute this Deed (or a counterpart of this Deed) on a subsequent date and will thereupon become bound by its provisions.
- (c) If any one or more of the Chargors is not bound by any or all of the provisions of this Deed (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party.

20.3 **Covenant to release**

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargors, release the Security Assets from the security constituted by this Deed (including any assignment by way of security) by executing a release substantially in the form set out in Schedule 5 (*Form of Deed of Release*) with such amendments as the Security Agent may agree.

21. **Governing law**

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

22. **Jurisdiction**

- 22.1 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**").
- 22.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 22.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Deed is executed on the date appearing at the head of page 1.

Schedule 1

The Original Chargers

Name of Original Chorgor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Maintel Holdings plc	England and Wales	03181729
Maintel Mobile Limited	England and Wales	05644966
Maintel Europe Limited	England and Wales	02665837
Maintel Voice and Data Limited	England and Wales	03893515
Datapoint Global Services Limited	England and Wales	03070360
Datapoint Customer Solutions Limited	England and Wales	04210613
Proximity Communications Limited	England and Wales	03844873
Achilles Professional Services Limited	England and Wales	05452086

Schedule 2
Security Assets

Part 1

The Property

Chargor	Address or description	Title No:
<i>Left intentionally blank</i>		

Part 2

Intellectual Property

Trademarks				
Chargor	Trademark/Patent number	Jurisdiction	Classes	Trade mark text
<i>Left intentionally blank</i>				
Patents				
Chargor	Patent number	Jurisdiction	Description	
<i>Left intentionally blank</i>				
Licences				
Name of Chargor	Date of licence	Parties to licence	Details of licence	
<i>Left intentionally blank</i>				
Domain names				
Chargor	Domain name	Jurisdiction	Description	
<i>Left intentionally blank</i>				

Part 3

Shares

Chargor	Name of company in which Shares are held	Number and class of shares	Details of nominees (if any) holding legal title to shares
Maintel Holdings plc	Maintel Europe Limited	1000 Ordinary	N/A
Maintel Holdings plc	Maintel Mobile Limited	690 Ordinary A 1 GBP	N/A
Maintel Holdings plc	Maintel Mobile Limited	690 Ordinary B 1 GBP	N/A
Maintel Holdings plc	Maintel Voice and Data Limited	2 Ordinary	N/A
Maintel Holdings plc	Datapoint Global Services Limited	2,124,870 Ordinary	N/A
Maintel Holdings plc	Datapoint Customer Solutions Limited	1 Ordinary	N/A
Maintel Europe Limited	Proximity Communications Limited	543,750 A Ordinary	N/A
Maintel Europe Limited	Proximity Communications Limited	39,874 B Ordinary	N/A
Maintel Europe Limited	Proximity Communications Limited	50,606 C Ordinary	N/A
Proximity Communications Limited	Achilles Professional Services Limited	1 Ordinary	N/A
Maintel Holdings plc	Warden Holdco Limited	675,000 Ordinary A Shares	N/A
Maintel Holdings plc	Warden Holdco Limited	125,000 Ordinary B Shares	N/A
Maintel Holdings plc	Warden Holdco Limited	200,000 Ordinary C Shares	N/A

Part 4

Assigned Contracts

Chargor	Date of contract	Parties to contract	Details of contract
<i>Left intentionally blank</i>			

Schedule 3

Form of notices

Part 1

(Form of notice in relation to a Blocked Account or Other Account)

To: [insert name and address of Blocked Account or Other Account provider] (the "**Account Bank**")

Dated: •

Dear Sirs

Re: •

We notify you that we have charged to • (the "**Security Agent**") all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Blocked Accounts**") and to any other accounts from time to time that we maintain with you (the "**Other Accounts**") and to all interest (if any) accruing on the Blocked Accounts and the Other Accounts.

In this notice the Blocked Accounts and the Other Accounts are together referred to as the "**Charged Accounts**".

We irrevocably authorise and instruct you to:

- 1 disclose to the Security Agent any information relating to us and the Charged Accounts which the Security Agent may from time to time request you to provide.
- 2 comply with the terms of any written notice or instruction relating to any Blocked Account received by you from the Security Agent; and
- 3 pay or release any sum standing to the credit of any Blocked Account in accordance with the written instructions of the Security Agent.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

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

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have not received notice that we have assigned or charged our rights to the monies standing to the credit of the Charged Accounts or otherwise granted any other interest over those monies in favour of any third party;
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Blocked

Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent;

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Blocked Accounts;
- (e) you will not permit any amount to be withdrawn from any Blocked Account without the Security Agent's prior written consent following receipt of a notice pursuant to paragraphs 2 or 3 above; and
- (f) in respect of the Other Accounts and following the Security Agent notifying you that its security is enforceable, you will not permit any amount to be withdrawn from those Other Accounts without the Security Agent's prior written consent.

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Schedule

Account Number	Sort Code

Yours faithfully,

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

[On acknowledgement copy]

To: [insert name of Security Agent]

Copy to: [insert name of the relevant Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (f) (inclusive) of that notice.

.....
for and on behalf of
[Insert name of Account provider]

Dated: ●

Part 2

(Form of notice in relation to Contracts)

To: [insert name and address of counterparty]

Dated: •

Dear Sirs

Re: [identify the relevant agreement] (the "Agreement")

We notify you that we have assigned, by way of security to • (the "**Security Agent**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Security Agent.

We further notify you that:

1. you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
3. after receipt of written notice in accordance with paragraph 1, you must pay all monies to which we are entitled under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked or amended with the prior written consent of the Security Agent.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you will not amend in [any/a material] way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Security Agent;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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
[insert the name of the relevant Chargor]

[On acknowledgement copy]

To: [insert name of Security Agent]

Copy to: [insert the name of the relevant Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) of that notice.

.....
for and on behalf of
[insert name of counterparty]

Dated: ●

Schedule 4

Form of Accession Deed

This Accession Deed is made on

20●●

Between:

- (1) ● **Limited** (company number: ●) whose registered office is at ● (the "**New Chargor**"); and
- (2) ● as trustee for itself and for each of the other Secured Parties (the "**Security Agent**"),

and is supplemental to a debenture granted by [the Chargors] [and others] in favour of the Security Agent on ● 20●● (the "**Debenture**").

This Accession Deed witnesses as follows:

1 Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"**Assigned Contract**" means each contract specified in the Schedule to this Accession Deed.

"**Blocked Accounts**" means each blocked account specified in the Schedule to this Accession Deed.

2 Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, each Property (if any) (excluding any Short Leasehold Property and, subject to clause [4.1] (*Leases restricting charging*) of the Debenture, any Excluded Leasehold Property) described in part 1 of the Schedule to this Accession Deed;

- (b) charges by way of first fixed charge:

- (i) all Property (other than any Short Leasehold Property) not effectively mortgaged by sub-clause 4.1(a) and, subject to clause [4.1] (*Leases restricting charging*) of the Debenture, any Excluded Leasehold Property;

- (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Investments described in part 2 of the schedule;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (ix) all Intellectual Property Rights described in part 3 of the schedule;
 - (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xii) all Insurances and Insurance Proceeds;
 - (xiii) its goodwill and uncalled capital;
 - (xiv) any Charged Agreements; and
 - (xv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) any Assigned Contract; [and]
 - (ii) any Hedging Agreement; [and]
 - (iii) [describe any other assets which are expressly stated to be assigned];
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 4.1(a) or (b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

[Add signature blocks after Schedule]

Schedule to Accession Deed

Part 1

Property

Chargor	Short Description of Property	Title Number (if registered)
• Limited	•	•

Part 2

Investments

Chargor	Name of company in which Investments are held	Investments held
• Limited	• Limited	• [ordinary] shares

Part 3

Intellectual Property Rights

Trade marks				
Chargor	Trade number	mark	Jurisdiction	Classes
• Limited	•	•	•	•
Patents				
Chargor	Patent number	Jurisdiction	Description	
• Limited	•	•	•	
Licences				
Name of Chargor	Date of licence	Parties to licence	Details of licence	
Domain names				
Chargor	Domain name	Jurisdiction	Description	
• Limited	•	•	•	

Part 4

Assigned Contracts

Name of Chargor	Date of contract	Parties to contract	Details of contract
•	•	•	•

Part 5

Blocked Accounts

Chargor	Bank	Account number	Sort code
• Limited	•	•	•

Schedule 5

Form of Deed of Release

This Deed of Release is made on

20●●

Between:

- (1) ● [The Security Agent] as trustee for itself and for each of the other secured parties (the "Security Agent"); and
- (2) [The Chargors] (company number ●) whose registered office is at ● (the "Chargors").

It is agreed as follows:

- 1 Capitalised terms used but not otherwise defined in this Deed have the meaning ascribed to them by the debenture granted by the Chargors to the Security Agent on ● (the "Debenture").
- 2 The Security Agent irrevocably and unconditionally releases all and any Security (including any assignment by way of security) created by, or evidenced in, the Debenture (together the "Security Interests").
- 3 The Security Agent confirms that it is entering into this Deed on behalf of the Secured Parties.
- 4 The Security Agent agrees, subject to its costs for so doing being fully indemnified by the Chargors, to execute such other documents for the release of the Security Interests as the Chargors may reasonably require, including, without limitation, notices of reassignment and Land Registry Forms.
- 5 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English Law.

In witness this Deed is executed on the date appearing at the head of page 1.

[Add signature blocks]

NOTE: this deed of release is intended to provide a simple template for the Security Agent to execute on redemption of the secured liabilities without needing to take additional legal advice at such time should it choose not to. It cannot therefore be negotiated until the time of release, at which point the Security Agent will consider any proposed amendments from the Chorgor.

Schedule 6

Supplemental Debenture

The Supplemental Debenture is made on

20●●

Between:

- (1) ● Limited (company number ●) whose registered office is at ● (the "Chargor"); and
- (2) ● as agent and trustee for the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargor has acquired interests in additional assets and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Deed witnesses as follows:

1 Definitions and interpretation

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

["Additional Insurance Policy" means ●.]

["Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in the schedule (Additional Property);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).]

["Assigned Contract" means ●.]

["Blocked Account" means ●.]

"Original Debenture" means the [describe debenture] between [amongst others] (1) the Chargor and (2) the Security Agent dated ●.

1.1 Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Original Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being

deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.2 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.3 Implied covenants for title

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

1.4 Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Trusts

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of Schedule 12 (*Security Trust Provisions*) of the Facilities Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2 Security Assets

Supplemental to clause 3 (*Security Assets*) of the Original Debenture, the Chargor, as security for the payment of the Secured Liabilities:

2.1 [charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property.]

2.2 [assigns, by way of security, with full title guarantee to the Security Agent all its right, title and interest in the Assigned Contract.]

2.3 [charges in favour of the Security Agent, with full title guarantee, by way of first fixed charge, the Blocked Account.]

3 Incorporation

The provisions of clause 2 (*Covenant to Pay*) and clauses 5 (*Nature of Security*) to 20 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4 Continuation

4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

- 4.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4 This Supplemental Debenture is designated as a Finance Document.

5 Governing law

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

6 Jurisdiction

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule

Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)

[Signature blocks to be inserted here]

Schedule 7

Powers of Receiver

1 Possession

Take immediate possession of, get in and collect the Security Assets or any part thereof.

2 Carry on business

Carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit.

3 Protection of assets

- (a) Manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

4 Realisation of assets

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

5 Let, hire or lease

- (a) Let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets;
- (c) exchange or concur in exchanging the Security Assets;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise.

6 Registration

Use a Chargor's name to effect any registration or election for tax or other purposes.

7 Insurances

Effect, review or vary insurances.

8 Borrowing

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

9 Lending

Lend money to any person.

10 Advance credit

Advance credit, in the ordinary course of a Chargor's business, to any person.

11 Make calls

Make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

12 Compromise

- (a) Settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit; and
- (b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

13 Proceedings

In the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

14 Subsidiaries

- (a) Promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of

such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and

- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

15 Employees

Appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit.

16 Receipts

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17 Delegation

Delegate any or all of his powers in accordance with this Deed.

Signatories to Debenture

Chargor

Executed as a Deed by)
Maintel Holdings plc)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHLOE KITE

DLA PIPER UK LLP, 3 NOBLE ST, LONDON, EC2V 7EE

TRAINEE SOLICITOR

Executed as a Deed by)
Maintel Mobile Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHLOE KITE

DLA PIPER UK LLP, 3 NOBLE ST, LONDON, EC2V 7EE

TRAINEE SOLICITOR

Executed as a Deed by)
Maintel Europe Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHLOE KITE

DLA PIPER UK LLP, 3 NOBLE ST, LONDON, EC2V 7EE

TRAINEE SOLICITOR

Executed as a Deed by Maintel)
Voice and Data Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)
Datapoint Global Services)
Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)
Datapoint Customer Solutions)
Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)
Proximity Communications)
Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHLOE KITE

DLA PIPER UK LLP, 3 NOBLE STREET, LONDON, EC2V 7EE

TRAINEE SOLICITOR

Executed as a Deed by)
Achilles Professional)
Services Limited)
acting by EDWARD BUXTON)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

CHLOE KITE

DLA PIPER UK LLP, 3 NOBLE STREET, LONDON, EC2V 7EE

TRAINEE SOLICITOR

Security Agent

Signed by)
authorised signatory)
for and on behalf of The Royal)
Bank of Scotland plc)

Notice Details

Address: 280 Bishopsgate, London EC2M 4RB
Facsimile: +44 207 672 2834
Attention: Angela Mylrea

Executed as a Deed by)
Proximity Communications)
Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a Deed by)
Achilles Professional)
Services Limited)
acting by)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Security Agent

Signed by)
authorised signatory)
for and on behalf of The Royal)
Bank of Scotland plc)



MADE CLARE

DIRECTOR, CORPORATE LOAN MARKETS, STRUCTURED FINANCE

Notice Details

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Attention: Angela Mylrea