



Registration of a Charge

Company name: **NIIT LIMITED**

Company number: **05555036**

Received for Electronic Filing: **10/02/2021**



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Details of Charge

Date of creation: **08/02/2021**

Charge code: **0555 5036 0001**

Persons entitled: **ICICI BANK UK PLC**

Brief description: **ALL LAND BELONGING OR CHARGED TO THE BORROWER AND ALL PRESENT AND FUTURE RIGHTS, LICENCES, GUARANTEES, RENTS, DEPOSITS, CONTRACTS, COVENANTS AND WARRANTIES RELATING TO SUCH LAND AND ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) ON ITS LAND AND ALL OPTIONS IN RESPECT OF SUCH LAND;**

Contains fixed charge(s).

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

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRIS DEELEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5555036

Charge code: 0555 5036 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2021 and created by NIIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2021 .

Given at Companies House, Cardiff on 11th February 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

February 08, 2021

Between

NIIT LIMITED

And

ICICI BANK UK PLC

Debenture



69 Carter Lane, London EC4V 5EQ
T: 020 7583 2222 F: 020 7583 2034

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This deed is dated February 08, 2021

Parties

- (1) **NIIT LIMITED**, incorporated and registered in England and Wales with company number 05555036 whose registered office is at 100 New Bridge Street, London, EC4V 6JA (the **Borrower**); and
- (2) **ICICI BANK UK PLC**, incorporated and registered in England and Wales with company number 04663024 whose registered office is at One, Thomas More Square, London, England, E1W 1YN (the **Lender**).

Background

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with overdraft facility and working capital demand loan facility on a secured basis.
- (B) Under this deed, the Borrower provides security to the Lender for the loan facilities made available under the Facility Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Assets: includes properties, revenues and rights of every description.

Debts: means the book and other debts described in clause 4.1.6 and any moneys representing the proceeds thereof.

Dangerous Substance: any substance of whatever kind and form and in whatever combination which is capable of causing harm to any life form or the Environment.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all laws, regulations, directives, statutes and any guidance, circular or regulations issued thereunder, subordinate legislation, common law, equity, all other international, national and local laws and all judgments, orders, instructions or awards of any court or competent authority concerning the protection of or compensation for damage to human health, the environment, or the condition, of any work place or the generation, dealing with, or disposal of any Dangerous Substance.

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Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of default: has the meaning given to such term in any Facility Agreements.

Facility Agreement: the sterling facility agreement dated on or around the date of this deed, between the Borrower and the Lender for the provision of the sterling overdraft facilities and working capital demand loan secured by this deed and any other document which sets out the terms on which any of the Secured Liabilities are owed to the Lender whether or not another person is also a party to such agreement or document and whether made before or after the date of this deed.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

Finance Document: has the meaning given to such term in any Facility Agreements.

IA 1986: means the Insolvency Act 1986

Intellectual Property: the Borrower's present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower or in which the Borrower has an interest in.

Investment Rights: any

- (i) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (ii) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

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Land: includes freehold or leasehold property and any estate or interest in land.

LPA 1925: the Law of Property Act 1925.

Land: all freehold and leasehold properties (whether registered or unregistered), any estate or interest in land, and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest, and Property: means any of them.

Net Book Value: the value of an asset as provided for in the accounts of the Borrower, taking into account all diminutions, depreciations, and other accounting charges.

Planning Acts: the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, and any subordinate legislation made (before or after this Debenture) under those statutes and any other statute governing or controlling the use or development of land and property.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 14.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities and all properly incurred costs, charges and expenses incurred by the Borrower in connection with the successful protection, preservation or enforcement of its right in respect of the Facility Agreement and any related document, including this deed, or other security document.

Security Financial Collateral Arrangement: has the meaning given to that expression in the Financial Collateral Regulations.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment by way of security or other security interest or any other agreement or arrangement having the effect of conferring security or a priority in right of payment.

Security Period: the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

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VAT: value added tax chargeable under the Value Added Tax Act 1994 or under any relevant directives of the Council of the European Union or under any rule regulation order or instrument authorised to be made by that Act or by any such directives or any identical or substantially similar tax which may replace such Value Added Tax and whether payable as a result of any election or otherwise.

1.2 Interpretation

In this deed:

- 1.2.1 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective, successors, permitted assigns and permitted transferees;
- 1.2.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.3 a reference to **writing** or **written** includes fax and email;
- 1.2.4 an obligation of the Borrower to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it;
- 1.2.5 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.6 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.7 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.8 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.9 words denoting the singular include the plural and vice versa;
- 1.2.10 a reference to **assets** includes present and future assets, properties, undertakings, revenues, rights and benefits of every description, and all or any part of such assets and a reference to a Security Asset includes the proceeds of sale of that Security Asset;
- 1.2.11 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution; and

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1.2.12 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived.

1.3 Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the relevant documents and of any side letters between any parties in relation to the relevant documents are incorporated into this deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.8 Rights and remedies

- 1.8.1 Any right, power or remedy which may be exercised or any request or determination which may be made hereunder by the Lender or any Receiver **may be exercised or made in the Lender's or any Receiver's absolute discretion.**

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- 1.8.2 This deed shall be enforceable notwithstanding any change in the constitution of the Lender or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person.
- 1.8.3 The parties to this deed intend it to take effect as a deed, notwithstanding that the Lender may have executed it under hand only.
- 1.8.4 This deed will be binding upon and inure to the benefit of each party hereto and their successors and permitted transferees and assigns.
- 1.8.5 Each Security Interest created under this deed is made by the Borrower with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2. Covenant to pay

- 2.1 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.
- 2.2 The Borrower hereby covenants that it will on demand when the same are due pay to the Lender all moneys and discharge all obligations and liabilities, whether actual or contingent, now or hereafter due, owing or incurred or to be incurred to the Lender by the Borrower, in whatever currency denominated, whether on any current or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety and whether or not the Lender shall have been a party to the original transaction), including all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for, or at the request of, the Borrower, together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Lender in relation to the Borrower or the Secured Assets on a full indemnity basis.
- 2.3 A certificate by the Lender as to the amount of the Secured Liabilities shall (save for manifest error) be conclusive and binding on the Borrower.
- 2.4 All payments to the Lender in respect of the Secured Liabilities shall be in immediately available funds in the currency in which they were incurred and shall be made without set-off or counterclaim or any deduction or withholding whatsoever. If at any time any applicable law requires the Borrower to make any such deduction or withholding from any such payment the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that after the making of such deduction or withholding the Lender receives a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.

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3. Interest

If the Borrower shall fail to pay any amount under this deed when it is due then such amount shall bear default interest (after as well as before judgment and payable on demand) at the rate specified in any Facility Agreements or, as applicable, Finance Documents which relate to the relevant Secured Liabilities.

4. Charge and assignment

4.1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge:

- 4.1.1 all Land belonging or charged to the Borrower and all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to such Land;
- 4.1.2 all buildings and fixtures (including trade fixtures) on its Land and all options in respect of such Land;
- 4.1.3 all the Equipment;
- 4.1.4 all the Investments and Investment Rights;
- 4.1.5 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 4.1.6 all of its book and other debts, all other moneys due and owing to it and the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- 4.1.7 all of its rights in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 IA 1986;
- 4.1.8 all its present and future goodwill;
- 4.1.9 all its uncalled capital;
- 4.1.10 all the Intellectual Property and all rights and remedies in respect thereof;
- 4.1.11 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with any Security Asset or required in connection with the Borrower's business or the use of any Security Asset specified in any other sub-clause in this Clause 4.1, and all rights in connection with them and the right to recover and receive all compensation which may be payable to the Borrower in respect of them;

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- 4.2 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower hereby assigns absolutely to the Lender the benefit of all insurance policies effected by or for the benefit of the Borrower including all claims, the proceeds of all claims and all returns of premium in connection with each insurance policy.

4.3 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by pursuant this deed.

4.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.3.

4.5 Automatic crystallisation of floating charge

The floating charge created by clause 4.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

4.5.1 the Borrower:

- a. creates, or attempts to create, without the prior written consent of the Lender, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed); or
- b. disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

4.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

4.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

4.6 Crystallisation of floating charge by notice

The Lender may, in its sole discretion, by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:

4.6.1 an Event of Default occurs and is continuing; or

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- 4.6.2 the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.7 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge.

4.8 Release

Subject to clause 27.3, if the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender is under no further commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower, the Lender will at the request and cost of the Borrower, take whatever action is necessary to:

- a. release the Secured Assets from the security constituted by this deed; and
- b. reassign the Secured Assets to the Borrower.

5. Liability of the Borrower

- 5.1 The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

- 5.2 The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

6. Debts

- 6.1 The Borrower shall as soon as practicable pay all moneys which it may receive in respect of the Debts into the Borrower's account with the Lender (or to such other

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account as the Lender may direct) and until such payment the Borrower shall hold such moneys on trust for the Lender and in a separate account.

- 6.2 The Borrower shall not deal with the Debts otherwise than by collecting them in the ordinary course of its business and shall not sell, assign, factor or discount the Debts or release, exchange, compound, grant time or indulgence in respect thereof.
- 6.3 If required by the Lender, the Borrower shall execute a legal assignment of the Debts in favour of the Lender.

7. Property covenants

- 7.1 The Borrower shall:

- 7.1.1 keep all buildings and other erections, and all roads, passageways, pipes, cables, drains, sanitary and water apparatus and all plant, fixtures and fittings and every part thereof in or upon its Land in good and substantial repair and in good working order and condition and permit the Lender to enter and inspect the same at all reasonable times and not pull down, remove, sell or otherwise dispose of any of the same without the prior written consent of the Lender, except in the ordinary course of use, repair, maintenance or improvement, and if the Borrower is in default in complying with this covenant the Lender may (but shall not be obliged to) maintain and repair the same and may enter the Borrower's premises for that purpose;
- 7.1.2 comply with all restrictive and other covenants and stipulations from time to time affecting its Land; or
- 7.1.3 not without the Lender's prior written consent enter into any onerous or restrictive obligations affecting its Land;
- 7.1.4 not use or permit the use of its Land for any use not first approved in writing by the Lender;
- 7.1.5 not (without the Lender's prior written consent) make any structural or material alteration to the Property or do or permit to be done on the Property any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required);
- 7.1.6 not do or permit or suffer to be done in or on its Land any waste, spoil or destruction;
- 7.1.7 carry on trade or business on any part of its Land now or hereafter used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business;

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- 7.1.8 if the Lender gives any consent to commence any works in or on the Borrower's Land, carry out and complete such works without delay and in accordance with any conditions of such consent and to the satisfaction of the Lender;
- 7.1.9 within 14 days after receipt by the Borrower, send to the Lender any notice relating to its Land served on the Borrower by any national, local or other authority, inform the Lender of the steps taken or proposed to be taken by way of compliance and act in all respects in relation to such notice in accordance with the directions of the Lender;
- 7.1.10 inform the Lender immediately of any proposed lease or purchase of any Land, provide such details thereof as the Lender may require and, if required by the Lender, execute in favour of the Lender a charge by way of legal mortgage thereof in such form as the Lender may require;
- 7.1.11 not (without the Lender's prior written consent) permit any person to be registered as proprietor of its Land under the Land Registration Act 2002 nor create or permit to arise on its Land any overriding interest within the definition in that Act;
- 7.1.12 not (without the Lender's prior written consent, not to be unreasonably withheld or delayed) part with or share possession of its Land or grant any lease, licence, right or interest to any person allowing any person to occupy or use its Land (the Borrower's statutory and other powers of leasing, agreeing to lease and taking surrenders of leases are hereby excluded) nor convey, assign, transfer, sell or otherwise dispose of or contract for the sale or other disposal of its Land or any interest therein;
- 7.1.13 pay the rents reserved by and observe and perform all terms, covenants and conditions contained in any lease under which the Borrower holds its Land and use the Borrower's best endeavours to procure the observance and performance by the lessor of the terms, covenants and conditions on the lessor's part thereunder;
- 7.1.14 use the its best endeavours to procure the payment of rents reserved by and the observance and performance of the terms, covenants and conditions contained in all leases of its Land derived out of the Borrower's interest and to observe and perform the terms, covenants and conditions on the part of the Borrower thereunder;
- 7.1.15 not (without the Lender's prior written consent) agree any review of rent under any lease or tenancy agreement subject to which its Land is held or grant permission to the tenant under any such lease or tenancy agreement to effect any assignment, subletting or works; and
- 7.1.16 not (without the Lender's prior written consent) vary, surrender, cancel, assign, charge or otherwise dispose of or permit to be forfeit any lease of its Land or agree to do so, whether such lease be the lease under which the Borrower holds that Land or superior thereto or derived out of the Borrower's interest in that Land.

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7.2 Environment

The Borrower shall:

- 7.2.1 comply in all material respects with all the requirements of Environmental Law, including the obtaining of and compliance with all requisite Environmental Licences;
- 7.2.2 ensure that no Dangerous Substance has been used, disposed of or otherwise dealt with at, on, from or under any premises while within the Borrower's ownership, occupation or control in circumstances which could result in a liability on the Borrower or the Lender or any Receiver; and
- 7.2.3 notify the Lender promptly upon receipt of any written communication of whatsoever nature, whether specific or general, served on the Borrower concerning any alleged breach of any Environmental Law or non-compliance with any Environmental Licence, which, if substantiated, could have a material adverse effect upon the Borrower's financial position or upon its ability to perform its obligations under this deed.

7.3 VAT option to tax

The Borrower shall not, without the prior written consent of the Lender make any election that any supply made by the Borrower in relation to Land shall not be an exempt supply for the purposes of the Value Added Tax Act 1994.

7.4 Insurance

- 7.4.1 The Borrower shall, at its own expense, insure and keep insured the Secured Assets against such risks as the Lender shall from time to time require to their full reinstatement value of the relevant Secured Assets, (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation), including loss or damage by fire or terrorist acts, any third party liability arising from such acts, other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower and any other risk, perils and contingencies as the Lender may reasonably require.
- 7.4.2 The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to the insurance required by clause 7.4.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).
- 7.4.3 The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon each insurance policy.

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7.4.4 The Borrower shall ensure that each insurance policy contains:

- a. provisions for the protection of the Lender as are normally maintained by prudent companies carrying on similar businesses in accordance with the terms of the Facility Agreement;
- b. a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
- c. terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
- d. a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of any Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Property or any Insurance Policy; and
- e. terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

7.5 Insurance premiums

The Borrower shall:

- 7.5.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 7.4.1 and do all other things necessary to keep that policy in full force and effect; and
- 7.5.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 7.4.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

7.6 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 7.4.1.

7.7 Proceeds of insurance policies

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All monies payable under any insurance policy maintained by it in accordance with clause 7.4.1 at any time (whether or not the security constituted by this deed has become enforceable) shall:

- 7.7.1 immediately be paid to the Lender;
- 7.7.2 if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower as trustee of the same for the benefit of the Lender; and
- 7.7.3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

8. General covenants

- 8.1 The Borrower shall not at any time, except with the prior written consent of the Lender:
 - 8.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
 - 8.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge, and provided that the Net Book Value of such Secured Assets does not exceed £250,000.00);
 - 8.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
- 8.2 The Borrower shall:
 - 8.2.1 promptly obtain all consents and authorisations necessary under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation;
 - 8.2.2 not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed;
 - 8.2.3 comply in all respects with all laws to which it may be subject if failure to do so would materially impair its ability to perform its obligations under this deed;
 - 8.2.4 promptly notify the Lender of any intention to change its current financial year period;

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- 8.2.5 notify the Lender of any Event of Default or event or circumstance which would, on the expiry of any grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, constitute an Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;
- 8.2.6 not make any substantial change to the general nature or scope of its business as carried on at the date of this deed;
- 8.2.7 supply to the Lender details of any litigation, arbitration or administrative proceedings that are current, threatened or pending against the Borrower as soon as it becomes aware of them and which might, if adversely determined, have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this deed or any document under which the Borrower owes obligations to the Lender;
- 8.2.8 promptly, supply to the Lender, any further information about the financial condition, business and operations of the Borrower as the Lender may reasonably request;
- 8.2.9 promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender; and
- 8.2.10 promptly copy to the Lender and comply with all requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D, 790E and 793 of the Companies Act 2006) relating to all or any part of the Secured Assets. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Borrower.

8.3 Deposit of documents

The Borrower shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed be entitled to hold:

- 8.3.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
- 8.3.2 all insurance policies relating to any of the Secured Assets that the Borrower is entitled to possess;
- 8.3.3 all deeds and documents of title (if any) relating to the Debts as the Lender may specify from time to time;
- 8.3.4 all certificates and documents of title relating to the Investments, and such duly executed transfers in blank and other documents as the Lender may from time to time require for perfecting its title to the same; and

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8.3.5 all such other documents relating to the Secured Assets as the Lender may from time to time reasonably require.

9. Equipment covenants

9.1 The Borrower shall:

9.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

9.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

9.1.3 not permit any Equipment to be:

- a. used or handled other than by properly qualified and trained persons; or
- b. overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.1.4 promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Lender.

10. Intellectual Property covenants

10.1 The Borrower shall:

10.1.1 take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings;

10.1.2 use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration;

10.1.3 not permit any Intellectual Property to be abandoned, cancelled or to lapse.

11. Powers of the Lender

11.1 Power to remedy

11.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

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11.1.2 The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

11.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 18.1.

11.2 Exercise of rights

11.2.1 The rights of the Lender under clause 11.1 are without prejudice to any other rights of the Lender under this deed.

11.2.2 The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

11.3 Power to dispose of chattels

11.3.1 At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.

11.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 11.3.1, the Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 11.3.1.

11.4 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11.5 Conversion of currency

11.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 11.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

11.5.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

11.5.3 Each reference in this clause 11.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

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11.6 New accounts

11.6.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

11.6.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 11.6.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

11.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

11.8 Appointment of an Administrator

11.8.1 The Lender may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

11.8.2 Any appointment under this clause 11.8 shall:

- a. be in writing signed by a duly authorised signatory of the Lender; and
- b. take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

11.8.3 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 11.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

11.9 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under any document to which the Lender and the Borrower are party (including any obligation to make available further advances).

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12. When security becomes enforceable

- 12.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 12.2 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

13. Enforcement of security

13.1 Enforcement powers

- 13.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 13.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause **Error! Reference source not found..**
- 13.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

13.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- 13.2.1 grant a lease or agreement to lease;
- 13.2.2 accept surrenders of leases; or
- 13.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3 Access on enforcement

- 13.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed

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or *an* Event of Default is continuing, the Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

13.3.2 At all times, the Borrower must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 13.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

13.4 Prior Security

13.4.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:

- a. redeem that or any other prior Security;
- b. procure the transfer of that Security to it; and
- c. settle and pass any account of the holder of any prior Security.

13.4.2 The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

13.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

13.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

13.5.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

13.5.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

13.6 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

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13.7 No liability as mortgagee in possession

Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

13.8 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13.9 Right of appropriation

13.9.1 To the extent that:

- a. the Secured Assets constitute Financial Collateral; and
- b. this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

13.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- a. in the case of cash, the amount standing to the credit of each of the Borrower's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- b. in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).

13.9.3 The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

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14. Receiver

14.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

14.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

14.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

14.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

14.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

15. Powers of Receiver

15.1 General

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15.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 15.2 to clause 15.23.

15.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

15.1.3 Any exercise by a Receiver of any of the powers given by clause 15 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 15.16) or itself.

15.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

15.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that it thinks fit.

15.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

15.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

15.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with it.

15.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

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15.8 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

15.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

15.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower.

15.11 Sell Debts

A Receiver may sell and assign all or any of the Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

15.12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

15.13 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that it may think expedient.

15.14 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

15.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

15.16 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the

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articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

15.17 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 18, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

15.18 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

15.19 Borrow

A Receiver may, for any of the purposes authorised by this clause 15, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

15.20 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

15.21 Delegation

A Receiver may delegate his powers in accordance with this deed.

15.22 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

15.23 Incidental powers

A Receiver may do any other acts and things that it:

- 15.23.1 may consider desirable or necessary for realising any of the Secured Assets;
- 15.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

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15.23.3 lawfully may or can do as agent for the Borrower.

16. Delegation

16.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 20.1).

16.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3 Liability

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

17. Application of proceeds

17.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

17.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

17.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

17.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

17.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

17.3 Suspense account

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All monies received by the Lender, a Receiver or a Delegate under this deed:

17.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

17.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

17.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

18. Costs and indemnity

18.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

18.1.1 this deed or the Secured Assets;

18.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or

18.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the Default Rate.

18.2 Indemnity

The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

18.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

18.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

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18.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19. Further assurance

19.1 Further assurance

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

19.2 creating, perfecting or protecting the security intended to be created by this deed;

19.3 facilitating the realisation of any Secured Asset; or

19.4 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

20. Power of attorney

20.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

20.1.1 the Borrower is required to execute and do under this deed; or

20.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

20.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 20.1.

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21. Assignment and transfer

21.1 Assignment by Lender

21.1.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed.

21.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate.

21.2 Assignment by Borrower

The Borrower shall not assign any of its rights, or transfer any of its rights or obligations, under this deed.

22. Set-off

22.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 22 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

22.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 22.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

22.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

23. Amendments, waivers and consents

23.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

23.2 Waivers and consents

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23.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

23.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

23.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

24. Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

25. Counterparts

25.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

25.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

25.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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26. Third party rights

- 26.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 26.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

27. Further provisions

27.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.

27.2 Continuing security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

27.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

27.3.1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

27.3.2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

27.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

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27.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

27.6 Small company moratorium

Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by the Borrower under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Borrower with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

27.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;

27.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Borrower; or

27.6.3 a ground under this deed for the appointment of a Receiver.

28. Notices

28.1 Any notice or other communication given to a party under or in connection with this deed shall be:

- a. in writing;
- b. delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax or email; and
- c. sent to:
 - i. the Borrower:

Address: at its registered office as set out in this Agreement

Email: PRS@niit.com

Fax: notified in writing to the Lender

- ii. the Lender:

Address: at its registered office as set out in this Agreement

Email: swati.saroj@icicibank.com; vikash.mehta@icicibank.com

Fax: notified in writing to the Borrower

EXECUTION COPY

or to any other address, fax number or email as is notified in writing by one party to the other from time to time.

28.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower under or in connection with this Agreement shall be deemed to have been received:

- a. if delivered by hand, at the time it is left at the relevant address;
- b. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- c. if sent by fax or email, at the time of transmission and when received in legible form.

A notice or other communication given as described in clause 28.2 or clause 28.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

28.3 Receipt by the Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

29. Governing law and jurisdiction

29.1 Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

29.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- 29.3 Final judgment against the Borrower in any such claim or proceedings shall be conclusive and may be enforced in any other jurisdiction, including England. A certified copy of such judgment shall be conclusive evidence of the judgment so obtained.

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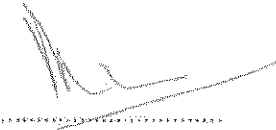
- 29.4 Nothing in this clause shall limit the right of the Lender to commence a claim or proceedings against the Borrower and/or its property in any other jurisdiction or to serve process in any manner permitted by law, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 29.5 The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of England as the venue for any legal action arising out of or relating to this deed. The Borrower also agrees that a final judgment against it in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact and amount of its indebtedness.
- 29.6 The Borrower irrevocably consents to any process in any proceedings under clause 29 being served on it in accordance with the provisions of this Agreement relating to service of notices (clause 28) and proceedings (clause 29). Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

This deed has been entered into as a deed on the date stated at the beginning of it.

EXECUTION COPY

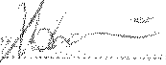
EXECUTION PAGE

Executed as a deed by **NIIT LIMITED** acting
by P. S. Srinivasan a director in the
presence of:



W

Signature:



Director

I

Name:

Abbas Kumar

T

Address:

20, Denham Road, Lane,

N

P. H. Sford, NY 14534.

E

USA.

S

Occupation:

Corporate Executive and Director.

S

Executed as a deed by **ICICI Bank UK Plc**

acting by a authorised
signatory and a
authorised signatory.

Authorised signatory

Authorised signatory

EXECUTION COPY

EXECUTION PAGE

Executed as a deed by **NIIT LIMITED** acting
bya director in the
presence of:

W Signature:..... Director

I Name:.....

T Address:

N

E

S Occupation:.....

S

Executed as a deed by **ICICI Bank UK Plc**

acting by ... Anshuman Kabra ..., a authorised
signatory andVikash Mehta, a
authorised signatory.



.....
Authorised signatory



Authorised signatory