



**Registration of a Charge**

Company Name: **INSURANCE HOLDINGS LTD.**

Company Number: **05601837**



Received for filing in Electronic Format on the: **16/11/2021**

XAHE7TTU

**Details of Charge**

Date of creation: **11/11/2021**

Charge code: **0560 1837 0006**

Persons entitled: **CBA CORPORATE SERVICES (NSW) PTY LTD AS SECURITY TRUSTEE**

Brief description: **NONE.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **ASHURST LLP**



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

Company number: 5601837

Charge code: 0560 1837 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2021 and created by INSURANCE HOLDINGS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2021 .

Given at Companies House, Cardiff on 17th November 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**



**Execution Version**

## Debenture

The companies listed in schedule 1  
and

CBA Corporate Services (NSW) Pty Ltd  
as Security Agent

Note: the application of recoveries under this debenture is regulated by  
the terms of the Security Trust Deed

11 November 2021

**CONTENTS**

| <b>CLAUSE</b>  | <b>PAGE</b> |
|--|-------------|
| 1. DEFINITIONS AND INTERPRETATION .....  | 1           |
| 2. COVENANT TO PAY.....  | 5           |
| 3. CHARGING CLAUSE .....   | 5           |
| 4. FURTHER ASSURANCE .....   | 6           |
| 5. REPRESENTATIONS AND WARRANTIES.....   | 7           |
| 6. UNDERTAKINGS - GENERAL .....  | 7           |
| 7. PROPERTY.....   | 8           |
| 8. INVESTMENTS .....   | 9           |
| 9. BANK ACCOUNTS.....  | 11          |
| 10. INTELLECTUAL PROPERTY .....  | 11          |
| 11. HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS .....                             | 11          |
| 12. INSURANCES.....  | 12          |
| 13. ATTORNEY .....   | 12          |
| 14. ENFORCEMENT .....  | 12          |
| 15. EXTENSION AND VARIATION OF STATUTORY POWERS .....                            | 14          |
| 16. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER.....                    | 14          |
| 17. PROTECTION OF THIRD PARTIES .....  | 16          |
| 18. PROTECTION OF SECURITY AGENT AND RECEIVER .....                              | 16          |
| 19. APPLICATION OF ENFORCEMENT PROCEEDS .....                                    | 17          |
| 20. PROTECTION OF SECURITY .....   | 17          |
| 21. SET-OFF .....  | 20          |
| 22. NOTICES .....  | 20          |
| 23. CHANGES TO PARTIES.....  | 20          |
| 24. CURRENCY .....   | 20          |
| 25. MISCELLANEOUS .....  | 21          |
| 26. GOVERNING LAW AND JURISDICTION .....   | 21          |
| SCHEDULE 1 .....   | 23          |
| Chargors.....  | 23          |
| SCHEDULE 2 .....   | 24          |
| Property .....   | 24          |
| SCHEDULE 3 .....   | 25          |
| Subsidiary Shares .....  | 25          |
| SCHEDULE 4 .....   | 28          |
| Operating Accounts .....   | 28          |
| SCHEDULE 5 .....   | 30          |
| Agreements.....  | 30          |
| SCHEDULE 6 .....   | 31          |
| Intellectual property .....  | 31          |
| SCHEDULE 7 .....   | 32          |
| Equipment .....  | 32          |
| SCHEDULE 8 .....   | 33          |
| SCHEDULE 9 .....   | 36          |
| Forms of notice to counterparties.....   | 36          |
| Part 1 .....   | 36          |
| Form of notice to counterparties of Assigned Agreements/Hedging Agreements ..... | 36          |
| Part 2 .....   | 38          |
| Form of notice to insurers .....   | 38          |
| SCHEDULE 10.....   | 40          |
| Form of notice to Account Banks .....  | 40          |
| SCHEDULE 11.....   | 43          |
| Form of Security Accession Deed .....  | 43          |

**THIS DEED** is made on 11 November 2021

**BETWEEN:**

- (1) **THE COMPANIES** listed in schedule 1 (Chargors); and
- (2) **CBA CORPORATE SERVICES (NSW) PTY LTD** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

**"Assigned Agreements"** means the contracts listed as Assigned Agreements in schedule 5 (Agreements) or listed as Assigned Agreements in any Security Accession Deed, the Intra-Group Loans and any other agreement designated as an Assigned Agreement by the relevant Chargor and the Security Agent;

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

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

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

**"Chargors"** means each of the companies listed in schedule 1 (Chargors) and each company which grants Security over its assets in favour of the Security Agent by executing a Security Accession Deed;

**"Default"** means a Default under any Secured Document;

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

**"Equipment"** means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in schedule 7 (Equipment) or in any Security Accession Deed;

**"Event of Default"** means an Event of Default under any Secured Document;

**"Financial Indebtedness"** has the meaning given to it in any Secured Document;

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

**"Hedging Agreements"** means the hedging agreements listed as Hedging Agreements in schedule 5 (Agreements) or in any Security Accession Deed;

**"Insurances"** means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including those policies (if any)

listed in schedule 8 (Insurance Policies) or in any Security Accession Deed but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 6 (Intellectual Property) or in any Security Accession Deed;

**"Intra-Group Loans"** means the intra-group loan agreements (if any) listed in schedule 5 (Agreements) or in any relevant Security Accession Deed, and any other loan designated as an Intra-Group Loan by the relevant Chargor and the Security Agent;

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

**"Operating Accounts"** means the accounts (if any) listed in schedule 4 (Operating Accounts) or listed as Operating Accounts in any Security Accession Deed, and any other Bank Account which is designated as an Operating Account by the relevant Chargor and the Security Agent, and any replacement account or any sub-division or sub-account of those accounts;

**"Property"** means all freehold and leasehold property and the buildings and fixtures (including trade fixtures) from time to time including the property (if any) listed in Schedule 2 (Property) and in any Security Accession Deed;

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

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

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

**"Secured Obligations"** means all debts and monetary liabilities of each Obligor to the Security Agent or any Secured Party under or in relation to any Secured Document on any account and in any capacity, irrespective of whether the debts or liabilities:

- (a) are present or future;
- (b) are actual, prospective, contingent or otherwise;

- (c) are at any time ascertained or unascertained;
- (d) are owed or incurred by or on account of an Obligor alone, or severally or jointly with any other person;
- (e) are owed to or incurred for the account of the Security Agent or any Secured Party alone, or severally or jointly with any other person;
- (f) are owed to any other person as agent (whether disclosed or not) for or on behalf of the Security Agent or any Secured Party;
- (g) are owed or incurred as principal, interest, fees, charges, Taxes, damages (whether for breach of contract or tort or incurred on any other ground), losses, costs or expenses, or on any other account;
- (h) are owed to or incurred for the account of the Security Agent or any Secured Party directly or as a result of:
  - (i) the assignment or transfer to the Security Agent or any Secured Party of any debt or liability of an Obligor (whether by way of assignment, transfer or otherwise); or
  - (ii) any other dealing with any such debt or liability;
- (i) are owed to or incurred for the account of the Security Agent or any Secured Party before the date of this deed or before the date of any assignment of this deed to the Security Agent by any other person or otherwise; or
- (j) comprise any combination of the above;

**"Secured Parties"** means the Beneficiaries (as defined in the Security Trust Deed) and any Receiver or Delegate;

**"Security Accession Deed"** means a deed executed by an Obligor substantially in the form set out in schedule 11 (Form of Security Accession Deed);

**"Security Trust Deed"** means the deed entitled "Security Trust Deed" dated on or about 22 March 2017 between (among others) the Security Agent and PSC Insurance Group Limited as amended and/or amended and restated from time to time;

**"Subsidiary Shares"** means all shares owned by a Chargor in its Subsidiaries including the shares (if any) listed in schedule 3 (Subsidiary Shares) or in any Security Accession Deed; and

**"Taxes"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

## 1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
  - (i) words and expressions defined in the Security Trust Deed (including by incorporation) have the same meanings when used in this deed unless otherwise defined in this deed;

- (ii) the principles of construction contained in clause 1.2 (Construction) of the Security Trust Deed apply equally to the construction of this deed, except that references to the Security Trust Deed will be construed as references to this deed;
  - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
  - (iv) any **"Chargor"**, any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Security Trust Deed;
  - (v) this **"deed"** includes any Security Accession Deed;
  - (vi) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
  - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
  - (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
  - (ix) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (x) a provision of law is a reference to that provision as amended or re-enacted; and
  - (xi) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) The terms of the documents under which the Secured Obligations arise and of any side letters between any Chargor and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
  - (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

### 1.3 Third Party Rights

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



## 2. **COVENANT TO PAY**

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

## 3. **CHARGING CLAUSE**

### 3.1 **Fixed Charges**

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

- (a) by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
  - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
  - (ii) all Subsidiary Shares
  - (iii) all Investments (other than Subsidiary Shares);
  - (iv) all Equipment;
  - (v) all Book Debts;
  - (vi) all Intellectual Property;
  - (vii) its goodwill and uncalled capital; and
  - (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment):
    - (A) the Assigned Agreements;
    - (B) the Insurances; and
    - (C) the Hedging Agreements.

### 3.2 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, each Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (a) the Assigned Agreements;
- (b) the Insurances; and
- (c) the Hedging Agreements,

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

### 3.3 **Fixed Security**

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

### 3.4 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment) and, in each case, all Related Rights.

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

(a) Subject to paragraph (b) below, if:

- (i) an Event of Default has occurred and is continuing; or
- (ii) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy in each case in a manner which is or is reasonably likely to constitute an Event of Default;

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

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

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

If:

- (a) any Chargor creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the aggregate value of which exceeds A\$250,000 or its equivalent in any other currency or currencies;

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

## 4. **FURTHER ASSURANCE**

- (a) Each Chargor shall promptly at its own expense do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Interests (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security Interests) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Secured Documents or by law;
  - (ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Matters Represented**

Unless otherwise specified in this clause 5, each Chargor represents and warrants to the Security Agent as set out in clauses 5.2 (Property), 5.3 (Subsidiary Shares) and 5.4 (Authorisations) on the date of this deed and on each day on which a representation under the Secured Documents is repeated or deemed to be repeated.

### **5.2 Property**

Schedule 2 (Property) identifies all Property situated in England and Wales which is beneficially owned by it as at the date of this deed.

### **5.3 Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 3 (Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.

### **5.4 Authorisations**

It has obtained, and shall comply with and do all that is necessary to maintain in full force and effect, any Authorisations required under any law or regulation to enable it to create the Security contemplated by this deed.

## **6. UNDERTAKINGS - GENERAL**

### **6.1 Duration of Undertakings**

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

### **6.2 Negative Pledge**

No Chargor may create or agree to create or permit to subsist any Security over all or any part of the Charged Property except as permitted by and in accordance with the Secured Documents. Without limitation to the foregoing, no Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or its Affiliate;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any title retention arrangement in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset;
- (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (e) enter into any other preferential arrangement having a similar effect,

except as permitted by and in accordance with the Secured Documents.

### 6.3 **Disposal Restrictions**

No Chargor may enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Secured Documents.

### 6.4 **Documents Relating to Charged Property**

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

### 6.5 **Power to Remedy**

If a Chargor fails to comply with any undertaking given in this deed, it will allow (and irrevocably authorises) the Security Agent, or any Delegate, to take any action on behalf of that Chargor which is necessary to ensure that those covenants are complied with.

## 7. **PROPERTY**

### 7.1 **Maintenance**

Each Chargor will keep in good and substantial repair all of the Property in which it has an interest.

### 7.2 **Perfection of Property Security**

- (a) Each Chargor will promptly, following execution of this deed or (if later) acquisition of Property, deposit with the Security Agent (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest

and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Security Agent (or as it shall direct) upon their release.

- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of CBA Corporate Services (NSW) Pty Ltd (as security agent) referred to in the charges register."

- (c) Subject to the terms of the Secured Documents, the Secured Parties are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this Security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

## 8. INVESTMENTS

### 8.1 Voting and Distribution Rights

- (a) For so long as no Event of Default has occurred and is continuing, the relevant Chargor may:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
  - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Secured Document or which may be prejudicial to the value of the Security given by this deed or the realisation of it.
- (b) Subject to the provisions of the other Secured Documents, for so long as an Event of Default has occurred and is continuing:
  - (i) the relevant Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a bank account designated by the Security Agent; and
  - (ii) the Security Agent may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The relevant Chargor will promptly comply with any direction given by the Security Agent in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the relevant Chargor the authority to direct the exercise of the

disclaimed right, as if no Event of Default had occurred and is continuing, in accordance with paragraph (a)(ii) above.

- (c) At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

## 8.2 **Perfection of Investments Security**

Each Chargor will promptly, following the execution of this deed or (if later) acquisition of an Investment deposit with the Security Agent (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default and for so long as it is continuing to complete, under its power of attorney given by clause 13 (Attorney) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s).

## 8.3 **Perfection of Uncertificated Investments Security**

Each Chargor will, at a time when an Event of Default has occurred and is continuing, in respect of the Uncertificated Investments in which it has an interest:

- (a) promptly procure that any Uncertificated Investments in which it has an interest are transferred to:
  - (i) that Chargor's Escrow Balance; or
  - (ii) (if the Security Agent requires) a CREST account of the Security Agent or its nominee; and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Security Agent (or, if the Security Agent so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance; and
- (b) if required by the Security Agent, promptly procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.2 (Perfection of Investments Security).

In this deed:

**"CREST"** means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being;

**"Escrow Balance"** means the escrow balance of an account maintained with CREST; and

**"Uncertificated Investments"** means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001 (SI 2001/3755).

9. **BANK ACCOUNTS**

9.1 **Perfection of Bank Account Security**

- (a) Other than in the circumstances described in paragraph (b) below, each Chargor will, within five Business Days following execution of this deed or (if later), five Business Days following designation of a Bank Account as an Operating Account:
  - (i) give notice (substantially in the form set out in schedule 10 (Form of notice to Account Banks)) to each institution with which it holds any Operating Account (each an "**Account Bank**"), of the charges created by this deed over those accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days.
- (b) Where the Security Agent is an Account Bank in relation to any Operating Account in existence at the time of creation of Security over it by this deed, the execution of this deed by the Security Agent will be treated as acknowledgement by the Security Agent (in its capacity as Account Bank) of notice of the Security created by this deed and its confirmation of the matters set out in schedule 10 (Form of notice to Account Banks).

10. **INTELLECTUAL PROPERTY**

10.1 **Perfection of Intellectual Property Security**

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

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

11. **HEDGING AGREEMENTS AND ASSIGNED AGREEMENTS**

11.1 **Perfection of Agreements Security**

- (a) Other than in the circumstances described in paragraph (b) below, each Chargor will, within five Business Days, following execution of this deed (or, in respect of any Assigned Agreement designated as such or Hedging Agreement entered into after the date of execution of this deed, within five Business Days after such designation or execution of that agreement):
  - (i) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties)) to the other parties to the Assigned Agreements and Hedging Agreements of the Security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 10 Business Days.

- (b) Where a party to this deed is a counterparty to an Assigned Agreement or Hedging Agreement in existence at the time of creation of Security over it by this deed, the execution of this deed by that party (in whatever capacity) will be treated as acknowledgement by it (in its capacity as counterparty to any relevant Assigned Agreement or Hedging Agreement) of notice of the Security created by this deed and its confirmation of the matters set out in part 1 schedule 9 (Forms of notice to counterparties of Assigned Agreements/Hedging Agreements).

## 12. **INSURANCES**

### 12.1 **Perfection of Insurances Security**

Each Chargor will, within five Business Days, following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, within five Business Days thereafter):

- (a) give notice (substantially in the form set out in the relevant part of schedule 9 (Forms of notice to counterparties)) to the other parties to the Insurances of the Security created by this deed over its interest therein and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice, and
- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Security Agent within 20 Business Days of service.

## 13. **ATTORNEY**

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

- (i) which that Chargor is required to do by the terms of any Secured Document; and/or
- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Secured Document or by law,

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

- (b) The power given under paragraph (a) may be exercised at any time after:
  - (i) the expiry of 10 Business Days following the failure by the relevant Chargor to do that which it is required to do by the terms of any Secured Document; or
  - (ii) an Event of Default has occurred, which is continuing.

## 14. **ENFORCEMENT**

### 14.1 **Exercise of Enforcement Powers**

At any time after an Event of Default has occurred and is continuing or notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor:



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

#### 14.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) and (e) below, if:
  - (i) an Event of Default has occurred and is continuing;
  - (ii) notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor; or
  - (iii) so requested by the relevant Chargor,the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 in relation to a Chargor, other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

#### 14.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- (b) If:
  - (i) an Event of Default has occurred and is continuing; or
  - (ii) notice demanding payment of any sum which is due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor,the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.

- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

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

The Security Agent shall not be entitled to give any notice referred to in paragraph 2(a) of the notice in the form of schedule 10 (Form of notice to Account Banks) unless and until an Event of Default has occurred and is continuing or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6 (Automatic Conversion of Floating Charge) have arisen.

### **15. EXTENSION AND VARIATION OF STATUTORY POWERS**

#### **15.1 Statutory Powers**

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

#### **15.2 Section 101 LPA Powers**

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

#### **15.3 Powers of Leasing**

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

#### **15.4 Restrictions Disapplied**

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

### **16. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

#### **16.1 Receiver as Agent**

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

## 16.2 Powers of Receiver

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

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this Security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the relevant Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters

or powers in this clause 16.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Chargor for all such purposes,

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

### **16.3 Removal of Receiver**

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

### **16.4 Remuneration of Receiver**

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

### **16.5 Several Receivers**

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

## **17. PROTECTION OF THIRD PARTIES**

### **17.1 No Obligation to Enquire**

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

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

### **17.2 Receipt Conclusive**

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

## **18. PROTECTION OF SECURITY AGENT AND RECEIVER**

### **18.1 Role of Security Agent**

The provisions set out in clause 3 (Role of the Security Trustee) of the Security Trust Deed shall govern the rights, duties and obligations of the Security Agent under this deed.

### **18.2 Delegation**

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

### **18.3 No Liability**

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

### **18.4 Possession of Charged Property**

Without prejudice to clause 18.3 (No Liability), if the Security Agent or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

## **19. APPLICATION OF ENFORCEMENT PROCEEDS**

### **19.1 Order of Application**

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

### **19.2 Suspense Account**

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

## **20. PROTECTION OF SECURITY**

### **20.1 Continuing Security**

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

### **20.2 Other Security**

- (a) This Security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

- (b) This Security may be enforced against each Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

### 20.3 Cumulative Powers

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

### 20.4 Amounts Avoided

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

### 20.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or other Obligor, or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### 20.6 Waiver of Defences

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

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Secured Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Document or any other document or security; or

- (g) any insolvency or similar proceedings.

#### 20.7 **Non-competition**

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

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 20.7 (Non-competition) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 19 (Application of Enforcement Proceeds).

#### 20.8 **Release of Right of Contribution**

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

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

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

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

#### 20.10 **Redemption of Prior Charges**

The Security Agent may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Chargor. 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.

**21. SET-OFF**

- (a) If a Default is continuing, any Secured Party may set off any matured obligation due from a Chargor under the Secured Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

**22. NOTICES**

Any communication made under or in connection with this deed shall be made in accordance with clause 26 (Notices) of the Security Trust Deed.

**23. CHANGES TO PARTIES**

**23.1 Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Secured Documents.

**23.2 Changes to Parties**

Each Chargor authorises and agrees to changes to parties under clause 24 (Changes to the Obligors) of the Security Trust Deed and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

**23.3 Consent of Chargors**

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

**24. CURRENCY**

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



## 25. MISCELLANEOUS

### 25.1 Certificates Conclusive

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

### 25.2 Invalidity of any Provision

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

### 25.3 Counterparts

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

### 25.4 Failure to Execute

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

### 25.5 Discharge of security

- (a) Subject to paragraph (b) below, at the written request of the Chargors, the Security Agent must discharge the Security constituted by this deed from the Charged Property if:
  - (i) the Secured Obligations have been irrevocably and finally paid in full; and
  - (ii) the Chargors and each other Obligor have fully observed and performed their obligations under this deed and each other Secured Document.
- (b) The Security Agent is not obliged to discharge the Security constituted by this deed from the Charged Property under paragraph (a) above if, at the time the requirements of paragraph (a) are satisfied, the Security Agent is of the reasonable opinion that:
  - (i) a Chargor or any other Obligor owes further Secured Obligations contingently or otherwise; or
  - (ii) a Chargor or any other Obligor will owe further Secured Obligations after the date the Chargors request the discharge of the Security constituted by this deed.

## 26. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").

- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

**SCHEDULE 1****Chargors**

| <b>Name</b>                                     | <b>Registered Number</b> |
|---|--------------------------|
| Abaco Insurance Brokers Limited                 | 07859268                 |
| Absolute Insurance Brokers Limited              | 06718763                 |
| Breeze Underwriting Limited                     | 08738757                 |
| Carroll & Partners Limited                      | 02267055                 |
| Chase Global UK Limited                         | 11069494                 |
| Chase UK Holdings Ltd                           | 11060201                 |
| Insurance Holdings LTD.                         | 05601837                 |
| Paragon International Holdings Limited          | 04081301                 |
| Paragon International Insurance Brokers Limited | 03215272                 |
| PSC Rainbow Holdings Limited                    | 12106587                 |
| PSC UK Holdings Limited                         | 10030181                 |
| Trust Insurance Services Limited                | 04269590                 |
| Turner Financial Services Limited               | 05990958                 |
| PSC UK Insurance Brokers Limited                | 04338485                 |
| Easy Broking Online Limited                     | 06200255                 |
| Carroll Insurance Group Limited                 | 02774470                 |
| Carroll Insurance Brokers Limited               | 07540252                 |

**SCHEDULE 2**

**Property**

[None as at the date of this Deed.]

**SCHEDULE 3**  
**Subsidiary Shares**

| <b>Chargor</b>                | <b>Subsidiary</b>                       | <b>Number and class of shares</b>                              | <b>Details of nominees (if any) holding legal title to shares</b> |
|-------------------------------|---|--|---|
| Insurance Holdings LTD.       | Carroll London Markets Holdings Limited | 2 Ordinary shares with a nominal value of £1                   |   |
| Insurance Holdings LTD.       | UK Facilities Limited                   | 50,000 Ordinary shares with nominal value of £1                |   |
|                               |   | 30,000 redeemable Preference shares with a nominal value of £1 |   |
| Insurance Holdings LTD.       | Carroll & Partners Limited              | 500,000 Ordinary shares with a nominal value of £1             |   |
| Insurance Holdings LTD.       | Breeze Underwriting Limited             | 9,500 Ordinary shares with a nominal value of £0.01            |   |
| Insurance Holdings LTD.       | Just Motorsport Ltd                     | 584 Ordinary shares with a nominal value of £1                 |   |
| Insurance Holdings LTD.       | Fenchurch Insurance Risk Management Ltd | 600 Ordinary shares with a nominal value of £1                 |   |
| Insurance Holdings LTD.       | Easy Broking Online Limited             | 105,000 Ordinary shares with a nominal value of £1             |   |
| Insurance Holdings LTD.       | Just Business Cover Ltd                 | 425 Ordinary shares with a nominal value of £0.01              |   |
| Insurance Holdings LTD.       | Carroll Insurance Brokers Ltd           | 327,000 Ordinary shares with nominal value of £1               |   |
| Carroll Insurance Brokers Ltd | Carroll Insurance Group Ltd             | 327,000 Ordinary shares with nominal value of £1               |   |
| Chase UK Holdings Ltd         | Chase Global UK Ltd                     | 100 Ordinary shares with a nominal value of £1                 |   |
| PSC UK Holdings Ltd           | Turner Financial Services Ltd           | 84,000 A Ordinary Shares with a nominal value of £1            |   |
|                               |   | 36,000 B ordinary shares with nominal value of £1              |   |
| Turner Financial Services Ltd | PSC UK Insurance Brokers Limited        | 120,000 Ordinary shares with a nominal value of £1             |   |
| PSC UK Holdings Ltd           | Absolute Insurance Brokers Ltd          | 10,030 Ordinary shares with nominal value of £1                |   |

|  |   |  |  |
|--|---|--|--|
| PSC UK Holdings Ltd                    | Trust Insurance Services Ltd                    | 103 Ordinary shares with nominal value of £1       |  |
| PSC UK Holdings Ltd                    | Abaco Insurance Brokers Ltd                     | 200 Ordinary shares with nominal value of £0.50    |  |
| PSC Rainbow Holdings Limited           | Paragon International Holdings Limited          | 343,591 Ordinary shares with a nominal value of £1 |  |
| Paragon International Holdings Limited | Paragon International Insurance Brokers Limited | 290,614 Ordinary shares with a nominal value of £1 |  |

**SCHEDULE 4****Operating Accounts**

| <b>Chargor</b>                                  | <b>Account Bank</b>           | <b>Sort Code</b> | <b>Account Number</b> |
|---|-------------------------------|------------------|-----------------------|
| Paragon International Holdings Limited          | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Holdings Limited          | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| Paragon International Insurance Brokers Limited | Royal Bank of Scotland        | ██████           | ██████                |
| PSC UK Holdings Limited                         | National Westminster Bank Plc | ██████           | ██████                |
| Breeze Underwriting Limited                     | National Westminster Bank Plc | ██████           | ██████                |
| Carroll & Partners Limited                      | National Westminster Bank Plc | ██████           | ██████████            |
| Chase Global UK Ltd                             | National Westminster Bank Plc | ██████           | ██████                |
| Carroll & Partners Limited                      | National Westminster Bank Plc | ██████           | ██████                |
| Insurance Holdings LTD.                         | National Westminster Bank Plc | ██████           | ██████                |



|                                    |                               |        |            |
|------------------------------------|-------------------------------|--------|------------|
| Chase Global UK Ltd                | National Westminster Bank Plc | ██████ | ██████████ |
| Carroll & Partners Limited         | National Westminster Bank Plc | ██████ | ██████████ |
| Carroll & Partners Limited         | National Westminster Bank Plc | ██████ | ██████████ |
| Carroll & Partners Limited         | National Westminster Bank Plc | ██████ | ██████████ |
| Chase Global UK Ltd                | National Westminster Bank Plc | ██████ | ██████████ |
| Abaco Insurance Brokers Limited    | National Westminster Bank Plc | ██████ | ██████     |
| Absolute Insurance Brokers Limited | National Westminster Bank Plc | ██████ | ██████     |
| Trust Insurance Services Limited   | Lloyds Bank Plc               | ██████ | ██████     |
| Trust Insurance Services Limited   | Lloyds Bank Plc               | ██████ | ██████     |
| Trust Insurance Services Limited   | Lloyds Bank Plc               | ██████ | ██████     |
| Carroll Insurance Group Limited    | Lloyds Bank Plc               | ██████ | ██████     |
| Carroll Insurance Group Limited    | Lloyds Bank Plc               | ██████ | ██████     |
| Carroll Insurance Group Limited    | Lloyds Bank Plc               | ██████ | ██████     |
| Easy Broking Online Limited        | Lloyds Bank Plc               | ██████ | ██████     |
| PSC UK Insurance Brokers Limited   | HSBC Bank Plc                 | ██████ | ██████     |
| PSC UK Insurance Brokers Limited   | HSBC Bank Plc                 | ██████ | ██████     |

## **SCHEDULE 5**

### **Agreements**

#### **Part 1 Assigned Agreements**

[None as at the date of this Deed.]

#### **Part 2 Hedging Agreements**

[None as at the date of this Deed.]

**SCHEDULE 6**

**Intellectual property**

[None as at the date of this Deed.]

**SCHEDULE 7**

**Equipment**

[None as at the date of this Deed.]

**SCHEDULE 8****Insurance Policies**

| <b>Chargors</b>  | <b>Policy type</b>              | <b>Policy provider</b>   | <b>Policy reference</b> |
|--|---------------------------------|--|-------------------------|
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Errors and Omission (Primary)   | 1. Dual Corporate Risks Limited;<br><br>2. Aspen Insurance Ltd   | B0146 LDINT2100178      |
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Errors and Omission (5m x 5m)   | 1. Allied World Assurance Company (Europe) DAC;<br>2. Probitas Syndicate 1492;<br>3. Volante International Ltd                         | B0146 LDINT2100179      |
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Errors and Omission (10m x 10m) | 1. Aspen Insurance Ltd;<br>2. Dual Corporate Risks Limited;<br>3. Navigators Underwriting Agency Limited;<br>4. Antares Syndicate 1274 | B0146 LDINT2102893      |
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Errors and Omission (10m x 20m) | 1. Great Lakes Insurance SE;<br>2. Probitas Syndicate 1492;<br>3. Markel International Insurance Company Ltd                           | B0146 LDINT2102821      |
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Cyber Insurance                 | Tarian Consortium 9633   | B0146 CYINT2000265      |
| Paragon International Holdings Limited and Paragon International Insurance Brokers Limited | Office Combined Insurance       | Travellers Insurance Company Limited   | UC CMK 3996865          |
| Paragon International Insurance Brokers Limited  | Travel                          | AmTrust Europe Limited   | CGBTUK 10156 2020       |

|  |  |  |   |
|--|--|--|---|
| Carroll & Partners Ltd, Breeze Underwriting Ltd, Chase Global UK Ltd, Absolute Insurance Brokers Ltd, PSC UK Insurance Brokers Limited, Easy Broking Online Ltd, Insurance Holdings LTD., PSC Europe Ltd, Insurance Holdings LTD., Carroll London Markets Ltd, Alford Page & Gems Ltd, Carroll Insurance Group Ltd | Errors and Omissions                                 | The Griffin Insurance Association Limited          | CLA/055                                 |
| Insurance Holdings LTD. and Subsidiaries, Upper Hillwood Holdings Ltd and Subsidiaries, PSC UK Holdings Ltd and Subsidiaries, Chase UK Holdings Limited and Subsidiaries   | Cyber Insurance                                      | Tarian Cyber Consortium 9667 at Lloyd's of London  | CHIB44879409                            |
| Insurance Holdings LTD., PSC UK Holdings Ltd, Upper Hillwood Holdings, Ltd, Chase UK Holdings Ltd and Subsidiary Companies   | Employers' Liability Insurance / Commercial Combined | Allianz Insurance Plc                              | 14/SZ/29261292/06 and 14/SZ/29265603/07 |
| Insurance Holdings LTD. & PSC UK Holdings Ltd & Chase UK Holdings Ltd & Upper Hillwood Holdings Ltd & Subsidiary Companies   | Business Travel                                      | Chubb European Group SE                            | BCUKWTWN0620                            |
| Abaco Insurance Brokers Limited  | Office Insurance                                     | Covea Insurance                                    | BAG12428006158                          |
| Abaco Insurance Brokers Limited  | Professional Indemnity - Primary                     | Prosure Solutions Ltd per Accelerant Insurance Ltd | 44403059                                |
| Abaco Insurance Brokers Limited  | Professional Indemnity -Excess layer                 | Prosure Solutions Ltd IGI                          | 600352/01/21/707                        |
| Trust Insurance Services Limited   | Office Insurance                                     | Aviva Pitheavlis                                   | 97OSP3280279                            |
| PSC UK Insurance Brokers Limited   | Legal Expenses                                       | Arag   | XG/01/0053/72                           |
| Trust Insurance Services Limited   | Professional Indemnity - Primary                     | Liberty Mutual Insurance Europe SE                 | LOAA449L007                             |
| Trust Insurance Services Limited   | Professional Indemnity -Excess layer                 | IGI UK Ltd   | B114121CLM505319                        |
| PSC UK Insurance Brokers Limited   | Office Insurance                                     | Aviva Bonus  | 100530333                               |

|                                  |                                  |                                 |             |
|----------------------------------|----------------------------------|---------------------------------|-------------|
| PSC UK Insurance Brokers Limited | Fixed electrical                 | Allianz Engineering             | NV/22411256 |
| PSC UK Insurance Brokers Limited | Group Personal Accident          | AIG                             | 10527379    |
| PSC UK Insurance Brokers Limited | Travel                           | AIG                             | 15814680    |
| PSC UK Insurance Brokers Limited | E&O for Life & Pensions business | Liberty Mutual Insurance Europe | 20CLM472899 |

## SCHEDULE 9

### Forms of notice to counterparties

#### Part 1

#### Form of notice to counterparties of Assigned Agreements/Hedging Agreements

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

Dated: ●

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

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

We further notify you that:

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

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Chargor) 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 have not received notice that the Chargor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and



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

The provisions of this notice are governed by English law.

Yours faithfully

.....  
**Name:**  
for and on behalf of  
**[insert name of Chargor]**

**[On acknowledgement copy]**

To: [insert name and address of Security Agent]

Copy to: [insert name and address of Chargor]

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

.....  
**Name:**  
for and on behalf of  
**[insert name of Counterparty]**

**Dated:** ●

**Part 2**

**Form of notice to insurers**

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

Dated: ●

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

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

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Security Agent. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) after receipt of written notice in accordance with paragraph 1 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing;
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than 14 days' written notice;
- (d) you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....

**Name:**

for and on behalf of

**[insert name of Chargor]**

**[On acknowledgement copy]**

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

Copy to: **[insert name and address of Chargor]**

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

.....

**Name:**

for and on behalf of

**[insert name of insurance company]**

Dated: ●

**SCHEDULE 10****Form of notice to Account Banks**

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

Dated: ●

**Re: The PSC Insurance Group of Companies - Security over Bank Accounts**

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

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
  - (a) by counter-signing this notice the Security Agent confirms that you may continue to deal with the Customer in respect of the Charged Accounts and the Customer may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Security Agent in its absolute discretion at any time; and
  - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Original Borrower) 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 any Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
  - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current

account netting arrangements previously approved in writing by the Security Agent;  
and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

**Schedule**

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

Yours faithfully,

.....

**Name:**

for and on behalf of

**[Name of Chargor]**

Counter-signed by

.....

**Name:**

for and on behalf of

**[Insert name of Security Agent]**

**[On acknowledgement copy]**

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

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

.....

**Name:**

for and on behalf of

**[Insert name of Account Bank]**

Dated: ●

## SCHEDULE 11

### Form of Security Accession Deed

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

**THIS SECURITY ACCESSION DEED** is made on ●

#### **BETWEEN:**

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

#### **RECITAL:**

This deed is supplemental to a debenture dated ● 2021 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**NOW THIS DEED WITNESSES** as follows:

#### **1. INTERPRETATION**

##### **1.1 Definitions**

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

##### **1.2 Construction**

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

#### **2. ACCESSION OF NEW CHARGOR**

##### **2.1 Accession**

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

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

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

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

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

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule 2 (Subsidiary Shares));
- (iii) all Investments (other than the Subsidiary Shares);
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Intellectual Property (including as specified in schedule 3 (Intellectual Property));
- (vii) its goodwill and uncalled capital;
- (viii) to the extent not effectively assigned by clause 2.4 (Security Assignment):
  - (A) the Assigned Agreements;
  - (B) the Insurances; and
  - (C) the Hedging Agreements.

#### 2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 4 (Assigned Agreements));
- (b) the Insurances (including as specified in schedule 5 (Insurance Policies)); and
- (c) the Hedging Agreements,

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

#### 2.5 **Fixed Security**

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

#### 2.6 **Floating Charge**

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



3. **INCORPORATION INTO DEBENTURE**

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

4. **NOTICES**

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

Address: ●

Email address: ●

Attention: ●

5. **LAW**

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

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

**SCHEDULE 1**

**Property**

**SCHEDULE 2**

**Subsidiary Shares**

**SCHEDULE 3**

**Intellectual Property**

**SCHEDULE 4**

**Assigned Agreements**

**SCHEDULE 5**

**Insurance Policies**

SIGNATORIES TO DEED OF ACCESSION

New Chargor

Executed as a deed by [*insert name in bold and upper case*]: )  
)  
)  
)

Director .....  
Name:

Director/Secretary .....  
Name:

OR

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

Signature of director .....

Name of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

.....

.....

Occupation of witness .....

Notice Details

Address:

Email address:

Attention:

**The Security Agent**

***[Insert signing panel]***

**Notice Details**

Address:

Email address:

Attention:

SIGNATORIES TO DEBENTURE

Chargors

Executed as a deed by **Abaco Insurance** )  
**Brokers Limited** )  
 )  
 )

Director

DocuSigned by:  
[Redacted Signature]  
8BA8D5009404453  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
[Redacted Signature]  
EB2387EAB3664E3  
Name: Sindy Goldstone

Executed as a deed by **Absolute** )  
**Insurance Brokers Limited** )  
 )  
 )

Director

DocuSigned by:  
  
8BA8B5009404459.....  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
  
EB2387EAB3684E3.....  
Name: Cindy Goldstone

Executed as a deed by **Breeze** )  
**Underwriting Limited** )  
 )  
 )

Director

DocuSigned by:  
  
8BA8D5009404455...  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
  
EB2387EAB3064ES...  
Name: Sindy Goldstone

Executed as a deed by **Carroll & Partners  
Limited**

)  
)  
)  
)

Director

DocuSigned by:  
[Redacted]  
8BA8D5009404453  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
[Redacted]  
EB2387EAB3864E3  
Name: Sindy Goldstone




Executed as a deed by **Chase Global UK Limited** )  
)  
)  
)

Director

DocuSigned by:  
  
8BA8D5009404453...  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
  
EB2387EAB3664E3...  
Name: Sindy Goldstone

Executed as a deed by **Chase UK Holdings Ltd** )

Director

DocuSigned by:  
[Redacted Signature]  
8BA8D5009404453...  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
[Redacted Signature]  
EB2987EAB3064E3...  
Name: Sindy Goldstone

Executed as a deed by **Insurance** )  
**Holdings LTD.** )  
 )  
 )

Director


DocuSigned by:  
  
.....8BA8D5009404453.....  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
  
.....E97387EAB3664E5.....  
Name: Sindy Goldstone

Executed as a deed by **Paragon** )  
**International Holdings Limited** )  
 )  
 )

Director


DocuSigned by:  
  
D8915AC2D58B468...  
Name: Angus James McPhie

Director/Secretary


DocuSigned by:  
  
4045CEF5BA7A425...  
Name: Jonathan Burstin

Executed as a deed by **Paragon** )  
**International Insurance Brokers** )  
**Limited** )  
 )

Director

DocuSigned by:  
  
D8916AC2D68E466...  
Name: Angus James McPhie

Director/Secretary

DocuSigned by:  
  
4045CE58A7A25...  
Name: Jonathan Burstin

Executed as a deed by **PSC Rainbow Holdings Limited** )  
)  
)  
)

Director

DocuSigned by:  
[Redacted Signature]  
.....8B48D5B06404453.....  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
[Redacted Signature]  
.....4045CEF5BA7A425.....  
Name: Jonathan Burstin

Executed as a deed by **PSC UK Holdings** )  
**Limited:** )  
)  
)

Director

DocuSigned by:  
  
8BA8D5009404453  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
  
E92387EA83664E3  
Name: Sindy Goldstone

Executed as a deed by **Trust Insurance Services Limited:** )  
)  
)  
)

Director

DocuSigned by:  
[Redacted Signature]  
.....8B7A8D50092104253.....  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
[Redacted Signature]  
.....EB2367EAB3664E3.....  
Name: Sindy Goldstone



Executed as a deed by **Turner Financial** )  
**Services Limited** )  
 )  
 )

Director

DocuSigned by:  
[Redacted Signature]  
-----8BA8D5009404453-----  
Name: Noel Christopher Lenihan


Director/Secretary

DocuSigned by:  
[Redacted Signature]  
-----EB2387EAB3664E3-----  
Name: Cindy Goldstone

Executed as a deed by **PSC UK Insurance  
Brokers Limited**

)  
)  
)  
)

Director

DocuSigned by:  
  
-----8BA8D5009404453-----  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
  
-----EB2387EAB3664E3-----  
Name: Cindy Goldstone

Executed as a deed by **Easy Broking** )  
**Online Limited** )  
 )  
 )

Director

DocuSigned by:  
  
88A8D5009404453...  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
  
E52387EAB3864E3...  
Name: Sindy Goldstone

Executed as a deed by **Carroll Insurance** )  
**Group Limited** )  
 )  
 )

Director

DocuSigned by:  
  
-----08A8D5009404453-----  
Name: Noel Christopher Lenihan

Director/Secretary


DocuSigned by:  
  
-----EB2387EAB3664E3-----  
Name: Sindy Goldstone

Executed as a deed by **Carroll Insurance** )  
**Brokers Limited** )  
 )  
 )

Director

DocuSigned by:  
  
8BA8D5000494452.....  
Name: Noel Christopher Lenihan

Director/Secretary

DocuSigned by:  
  
EB2387EAB3664E3.....  
Name: Sindy Goldstone

**Security Agent**

**Signed, sealed and delivered** for and on behalf of **CBA Corporate Services (NSW) Pty Ltd ACN 072 765 434** by its attorney

Under power of attorney dated

in the presence of:

DocuSigned by:  
  
5680327E197741F  
\_\_\_\_\_  
Signature of witness

kome1 sultan

\_\_\_\_\_  
Full name of witness (print)



\_\_\_\_\_  
Address of witness (print)

DocuSigned by:  
  
F3E6BCA98A5842A  
\_\_\_\_\_  
Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

*By signing this document as a witness to the signatory, you confirm that you were **physically** present at the location of the signatory and you **saw the signatory apply their signature** to this document.*