

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR0



A27

A4Z11LNU

27/01/2016

#366

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 0 5 6 9 7 2 8 8 ✓
Company name in full BROOMFORD HOLDINGS LIMITED ✓

For official use
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 6 0 7 2 0 1 6 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ROYAL BANK OF CANADA (CHANNEL ISLANDS) LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X

K Thompson
Authorised Signatory

X

S J Bowers
Authorised Signatory

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DAVID ROTHERA**

Company name **ROYAL BANK OF CANADA**

Address **RIVERBANK HOUSE**

2 SWAN LANE

Post town **LONDON**

County/Region

Postcode **E C 4 R 3 B F**

Country

DX

Telephone **0207 7653 4000**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5697288

Charge code: 0569 7288 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2016 and created by BROOMFORD HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2016.

Given at Companies House, Cardiff on 1st February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

v: 1 October 2014

Dated 26 January 2016

Broomford Holdings Limited

(as Grantor)

and

Royal Bank of Canada (Channel Islands) Limited

(as Secured Party)

and

Royal Bank of Canada (Channel Islands) Limited

(as Custodian)

**CUSTODY SECURITY INTEREST AGREEMENT
(FIRST PARTY CUSTODIAN)**Security Interests (Guernsey) Law 1993

I, certify this document
to be a true copy of
the original for Royal
Bank of Canada (Channel
Islands) Limited



CONTENTS

1	Definitions and interpretation.....	3
2	Covenant to pay	5
3	Creation of security interest	4
4	Release of security interest	4
5	Representations and warranties	4
6	Covenants	6
7	Lien	7
8	Authority	7
9	Secured Party provisions	7
10	Dividends	11
11	Events of Default	9
12	Enforcement by the Secured Party	10
13	Further assurance and power of attorney	13
14	Security continuing and independent.....	13
15	Remedies and waiver.....	15
16	Fees, costs and expenses	15
17	Indemnity.....	13
18	Set-off	15
19	Suspense account.....	16
20	Ruling off .. .	16
21	Illegality	14
22	Certificate of Secured Party	14
23	Amalgamation and consolidation	16
24	Conversion of currency .	16
25	Amendment and waiver.....	17
26	Assignment.....	17
27	Liability of Grantor	15
28	Notices.....	15
29	Counterparts	16
30	Governing law and jurisdiction.....	18

THIS AGREEMENT is made

BETWEEN

- 1 **Broomford Holdings Limited** a company incorporated under the laws of England and Wales with registered number 05697288 and having its registered office at 150 Aldersgate Street, London EC1A 4AB (the **Grantor**),
- 2 **Royal Bank of Canada (Channel Islands) Limited** acting through its office at P O Box 48, Canada Court, Upland Road, St Peter Port, Guernsey GY1 3BQ (in its capacity as the **Secured Party**), and
- 3 **Royal Bank of Canada (Channel Islands) Limited** acting through its office at P O Box 48, Canada Court, Upland Road, St Peter Port, Guernsey GY1 3BQ (in its capacity as the **Custodian**),

RECITALS:

- A The Grantor enters into this agreement for the purposes of creating security interests under the Law securing the Secured Obligations (as defined below) over, amongst other things, certain securities accounts and bank accounts of the Grantor held with the Secured Party and the Grantor's contract rights under the Custodian Agreement

IT IS AGREED AS FOLLOWS:

1 Definitions and interpretation

- 1.1 In this agreement, the following words and expressions shall, except where the context otherwise requires, have the following meanings

Account Balances means all sums at any time and from time to time standing to the credit of the Bank Accounts and includes all interest accrued or accruing in the future thereon and any monies of the Grantor held with the Secured Party (however described, designated or numbered) which derive in whole or in part from the Bank Accounts or from any sum at any time standing to the credit of the Bank Accounts,

Bank Accounts means all the Grantor's deposit accounts established under Customer Master Number 08790 2086056 held in Guernsey with the Secured Party and any sub-account or any substituted account (including, without limitation, the Account Balances) (and all right, title and interest therein or represented by such accounts),

Borrower means the Grantor,

Collateral has the meaning given to it in clause 3.1,

Contract Rights means all rights, title and interest, present and future, of the Grantor in or pursuant to the Custodian Agreement, including, without limitation, all and any right or power of the Grantor to require the Custodian to deliver or redeliver (or procure delivery or redelivery) to the Grantor title to and possession of the Securities credited to the Securities Accounts,

Custodian Agreement means a custodian agreement dated 2 July 2011 between the Grantor and the Custodian,

Customer Master Number means a unique numeric identifier in the Secured Party's and Custodian's books and records under which the Grantor's Bank Accounts and/or Securities Accounts may be established and held from time to time,

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, title retention, security interest, trust arrangement or any other agreement or arrangement which has the effect of creating security,

Events of Default means any of the events or circumstances specified in clause 11,

Finance Documents means this agreement and any facility letter from time to time between the Borrower and the Secured Party,

Law means the Security Interests (Guernsey) Law 1993,

Secured Obligations means all obligations and liabilities (whether present or future, actual or contingent, in respect of current advances or further advances, joint or several or as principal, surety or in any other capacity) of or due by the Borrower and (if different) the Grantor to the Secured Party (including, without limitation, principal, interest, fees, commission and other charges),

Securities means shares, stock, debentures, debenture stock, loan stock, bonds or units of a unit trust scheme, title to or possession of which is held from time to time by the Custodian or its agents or nominees for and on behalf of the Grantor and all right, title, benefit and interest present and future of the Grantor therein,

Securities Accounts means all the Grantor's securities accounts established under Customer Master Number 08790 2086056 held in Guernsey with the Custodian and any sub-account or any substituted account (and all right, title and interest therein or represented by such accounts),

Security Period means the period commencing on the date hereof and ending on the date upon which the Secured Party has determined that all of the Secured Obligations have been irrevocably paid, performed and/or discharged in full

- 1 2 If the Secured Party considers that any amount paid, performed or discharged in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the insolvency or bankruptcy of the Grantor (or any other person) or otherwise, then that amount shall not be considered to have been irrevocably paid, performed or discharged for the purposes of this agreement
- 1 3 In the interpretation of this agreement, the following provisions apply save where the context requires otherwise
- (a) for the purposes of the Law, the Secured Party shall be the **secured party**, the Grantor shall be the **debtor**, the Collateral shall be the **collateral**, the Events of Default shall be the **events of default**, the certificates of title in respect of the Securities shall be the **certificates of title** and this agreement shall be the **security agreement**,
- (b) references to **constitutional documents** of an entity shall include, without limitation, the certificate(s) of incorporation or establishment, the memorandum and articles of

association and, where the entity is the trustee of a trust, the trust instrument constituting the relevant trust,

- (c) references to **identity documents** of a natural person shall include, without limitation, a passport (or national identity document) or driver's licence,
- (d) where references are made to the Secured Party holding title to or having possession of the Collateral or any part thereof such references shall include any person holding title to or having possession of the Collateral or any part thereof for or on behalf of the Secured Party, whether as trustee or in some other capacity,
- (e) references to the Secured Party include its successors, assignees and transferees. References to the Grantor include its successors, permitted assignees and permitted transferees, if any,
- (f) words and expressions not otherwise defined in this agreement shall be construed in accordance with the Law,
- (g) except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting a gender include every gender and references to persons include bodies corporate and unincorporate,
- (h) references to recitals, clauses and Schedules are, unless the context otherwise requires, references to recitals and clauses hereof and Schedules hereto and references to sub-clauses are, unless otherwise stated, references to the sub-clause of the clause in which the reference appears,
- (i) the recitals and the Schedules form part of this agreement and shall have the same force and effect as if they were expressly set out in the body of this agreement and any reference to this agreement shall include the recitals and the Schedules,
- (j) any reference to this agreement or to any agreement or document referred to in this agreement shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time,
- (k) any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as the same may have been or may be amended, modified, extended, consolidated, re-enacted or replaced from time to time, and
- (l) clause headings and the index are inserted for convenience only and shall not affect the construction of this agreement

2 Covenant to pay

The Grantor hereby covenants with the Secured Party on demand to pay, perform and/or discharge the Secured Obligations in the manner and at the time provided for in the Finance Documents

3 Creation of security interest

3.1 As a continuing security for the payment, performance and discharge of the Secured Obligations, so that the Secured Party shall have a first priority security interest in the Bank Accounts, the Securities Accounts, the Securities, the Contract Rights and all right and interest therein (the **Collateral**) pursuant to the Law, the Grantor hereby

- (a) agrees that the Secured Party shall have control over the Bank Accounts,
- (b) assigns, transfers and/or otherwise makes over to the Secured Party title to the Contract Rights and the Securities Accounts, and
- (c) assigns, transfers and/or otherwise makes over to the Secured Party title to the beneficial interest and all other rights of the Grantor in the Securities and all monies standing to the credit of the accounts held by or in the name of the Custodian or to the Custodian's order on behalf of the Grantor (and all other income, assets and rights deriving from the above property),

4 Release of security interest

Upon the expiry of the Security Period, the Secured Party shall, at the request and expense of the Grantor

- (a) return control of the Bank Accounts, without recourse or warranty, and shall thereby discharge the security interest created hereunder,
- (b) return to the Grantor such undated and signed duly completed stock transfer forms as are in its possession at such time, and/or assign, transfer or otherwise make over to the Grantor title to the Contract Rights, the Securities Accounts and the Securities, without recourse or warranty, and shall thereby discharge the security created hereunder, and
- (c) at the request of the Grantor, provide the Grantor with a certificate of discharge in compliance with the Law (in such form as the Secured Party shall determine) providing for the security interest created by this agreement to be extinguished

5 Representations and warranties

5.1 The Grantor hereby represents and warrants to the Secured Party that

- (a) the Grantor is a body corporate duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and all corporate and other action required to authorise the execution and delivery of this agreement and the creation and perfection of the security intended to be created pursuant to clause 3 has been duly taken,
- (b) this agreement constitutes the legal, valid and binding obligations of the Grantor, enforceable against the Grantor in accordance with its terms,
- (c) the entry into this agreement by the Grantor and the performance by it of its obligations thereunder will not conflict with
 - (i) any law or regulation applicable to it,

- (ii) its constitutional documents, or
- (iii) any agreement or instrument binding upon it or any of its assets,
- (d) the Grantor has obtained all governmental and other consents, authorisations or permissions necessary for it
 - (i) to hold the Securities,
 - (ii) to enter into this agreement and perform its obligations hereunder, and
 - (iii) to enable it to create the security interests pursuant to this agreement and to ensure that such security interests have the priority and ranking that they are expressed to have,
- (e) the Grantor is able to pay its debts as they fall due and will not become unable to do so as a consequence of entering into this agreement,
- (f) the Grantor is not insolvent or bankrupt under the laws of any jurisdiction and has not, in any jurisdiction, commenced or, as far as it is aware, had commenced against it any proceedings or other actions for or indicative of insolvency or bankruptcy,
- (g) this agreement shall constitute a valid first priority security interest in respect of the Bank Accounts under section 1(5) of the Law,
- (h) this agreement shall, upon the assignment of title to the Contract Rights, the Securities Accounts and the Securities to the Secured Party and the giving of notice as contemplated by clause 9, constitute a valid first priority security interest in respect of the Contract Rights, the Securities Accounts and the Securities under section 1(6) of the Law,
- (i) no Event of Default has occurred or will occur as a consequence of it entering into this agreement and creating the security hereunder,
- (j) the Grantor is the sole legal and beneficial owner of and has good title to and rights in the Collateral subject only to the rights granted in favour of the Secured Party by this agreement,
- (k) the Collateral is free from all Encumbrances and rights of set-off other than those created under this agreement in favour of the Secured Party, and
- (l) the Grantor has not granted any power of attorney in respect of the exercise of any rights or powers in connection with the Collateral, other than to the Secured Party

5 2 The representations and warranties in clause 5 1 are given on the date hereof and repeated on each day of the Security Period

6 Covenants

6 1 The Grantor covenants and undertakes to the Secured Party that

- (a) it shall give instructions to ensure that any proceeds of sale of the Securities credited to the Securities Accounts shall only be

- (i) deposited in the Bank Accounts,
 - (ii) invested in Securities credited to the Securities Accounts, or
 - (iii) transferred to the Secured Party towards payment or discharge of the Secured Obligations,
- (b) it shall give instructions to ensure that any Securities issued to, transferred to or otherwise acquired by the Grantor after the date of this agreement shall be immediately upon such acquisition credited to the Securities Accounts,
- (c) it shall not, save with the prior written consent of the Secured Party, use the Bank Accounts or the Securities Accounts other than as permitted under clause 8,
- (d) it shall promptly pay all payments to be made or becoming due (but in any event on or before their due date) and immediately discharge any lien which may arise in respect of the Collateral,
- (e) promptly upon receipt of any report, accounts, circular, offer or notice received by the Grantor in respect of, or which may affect, the Collateral, it shall deliver a copy to the Secured Party with notice that it relates to this agreement,
- (f) it shall supply to the Secured Party, promptly upon receipt of written request, such information regarding the Collateral and the Grantor's financial condition, business and operations as the Secured Party may reasonably request,
- (g) it shall not, save with the prior written consent of the Secured Party
 - (i) in any way, except as set out in this agreement, sell or otherwise dispose of, create or permit to subsist any Encumbrance over the Collateral or any part thereof or agree to any extent to sell, dispose of or encumber the Collateral or any part thereof, or
 - (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Collateral or any part thereof,
- (h) any Collateral not held by the Secured Party shall be held to the Secured Party's order or otherwise as the Secured Party may require from time to time,
- (i) it shall notify the Secured Party of any Event of Default (and the steps, if any, being taken to remedy it) immediately upon becoming aware of its occurrence,
- (j) it shall do everything in its power to prevent any person other than the Secured Party from becoming entitled to claim any right over the Collateral or any part thereof,
- (k) immediately upon written request from the Secured Party, it shall deliver to the Secured Party, or to its order, such other documents as the Secured Party shall require from time to time to protect, maintain or enforce any of the security interests created hereunder,
- (l) it shall comply with all terms and conditions of and shall not terminate the Custodian Agreement, and

- (m) it will not do, or cause or permit to be done, anything which may adversely affect
 - (i) the Collateral and the security interests created hereunder, or the value of any of them, or
 - (ii) the rights or interests of the Secured Party hereunder including, without limitation, the ability of the Secured Party to exercise its rights and remedies hereunder and to preserve or enforce the security created hereunder

6 2 The covenants and undertakings given in clause 6 1 are continuing covenants and undertakings throughout the Security Period

7 Lien

Without affecting, and in addition to, the grant of security interests and other rights hereunder, the Grantor hereby agrees that the Secured Party shall, for so long as any amount remains outstanding under or in respect of the Secured Obligations, have a lien over the Collateral

8 Authority

8 1 Subject to the Law, the Secured Party shall be entitled to give instructions and exercise all rights in respect of the Collateral

8 2 Save with the prior written consent of the Secured Party, the Grantor shall not be authorised to, and shall not give any instructions or exercise any rights in respect of the Collateral

8 3 The Secured Party may, in such manner as it shall determine, exercise, or cause to be exercised, or refrain from exercising, any rights which it may have pursuant to this clause 8 and it shall not be liable for any such exercise or failure to exercise such rights

9 Secured Party provisions

9 1 For the avoidance of doubt, the Grantor, the Custodian and the Secured Party acknowledge and agree that the execution of this agreement by the Secured Party shall constitute notice of the assignment of the Securities, the Securities Accounts and the Contract Rights to the Secured Party and the parties agree that by the Custodian signing this Agreement the notice requirement under the Law in respect of the security intended to be created hereunder shall have been satisfied

9 2 The Grantor hereby acknowledges and agrees to the following matters with the Custodian

- (a) the Grantor irrevocably and unconditionally authorises and instructs the Custodian (notwithstanding any previous instructions of any kind which the Grantor may have given to the Custodian)
 - (i) to disclose to the Secured Party such information relating to the Securities Accounts, the Securities and the Contract Rights as it may from time to time require,
 - (ii) to hold the Securities Accounts and the Contract Rights to the order of the Secured Party, and

- (iii) to comply with the Secured Party's instructions generally in respect of the Securities Accounts, the Securities and the Contract Rights without any enquiry by the Custodian as to the justification or validity of such instructions,
- (b) save with the prior written consent of the Secured Party, the Grantor shall not be authorised to, and shall not, give any instructions to the Custodian or exercise any rights in respect of the Securities Accounts, the Securities or the Contract Rights, and
- (c) the Grantor may not take any action in relation to the Securities Accounts, the Securities or the Contract Rights which may result in the Secured Party owing any obligation to or being liable to the Custodian

9.3 The Custodian hereby acknowledges and agrees to the following matters with the Grantor and the Secured Party

- (a) under this agreement, the Grantor has created a security interest in respect of the Securities Accounts, the Securities, and the Contract Rights,
- (b) all obligations which the Custodian owed to the Grantor prior to the date of this agreement in respect of the Securities Accounts, the Securities, and the Contract Rights are now owed to the Secured Party,
- (c) the Custodian accepts the authorisations and instructions contained in clause 9.2 and undertakes to act in accordance and comply with such authorisations and instructions,
- (d) the Custodian will comply with instructions from the Secured Party directing the disposition of the Securities credited to the Securities Accounts and with the Secured Party's instructions generally in respect of the Securities Accounts and the Contract Rights (and the Custodian will not comply with any other person's instructions in respect of the Collateral except as provided in clause 9.2),
- (e) the Securities Accounts and the Securities will not be transferred into the name of any person other than the Grantor,
- (f) the Securities Accounts, the Securities and the Contract Rights have been secured in favour of the Secured Party,
- (g) there are no terms or conditions of the Custodian Agreement which would prevent any security interest in favour of the Secured Party being taken over the Securities Accounts, the Securities or the Contract Rights (or, to the extent that there are any terms or conditions of the Custodian Agreement which would prevent the security interests created under this agreement taking effect over the Securities Accounts, the Securities or the Contract Rights, the Custodian hereby waives and disappplies such terms and conditions),
- (h) the Custodian shall not terminate or amend or agree or permit any termination or amendment of the Custodian Agreement without the prior written consent of the Secured Party, and
- (i) for such time as the security interests created under this agreement continue, the Secured Party acts as secured party only and will not be held liable by, or under any obligation to, the Custodian in respect of the Securities Accounts, the Securities or the

Contract Rights, and the Custodian agrees that it shall not pursue or take action against the Secured Party for any liability in respect of the Securities Accounts, the Securities or the Contract Rights and the Grantor shall be solely liable therefore

10 Dividends

10 1 Prior to the occurrence of an Event of Default

- (a) all dividends or other income or distributions arising in respect of the Collateral (in this clause, **dividends**) shall be receivable by the Grantor, which may retain such dividends for its own benefit, and such dividends shall be released from the security created hereunder, and
- (b) the Secured Party shall, to the extent that dividends are received by it, account to the Grantor for such dividends after deducting its costs and expenses for doing so

10 2 Following the occurrence of an Event of Default

- (a) all dividends shall be receivable by the Secured Party, which shall apply the same against the Secured Obligations, and
- (b) the Grantor shall, to the extent that dividends are received by it, account to the Secured Party for such dividends and, pending delivery, shall hold such dividends on trust for the Secured Party

10 3 The provisions of clause 10 2 are without prejudice to the right of the Secured Party to credit monies received, recovered or realised to a separate suspense account pursuant to clause 19

11 Events of Default

There shall be an Event of Default if

- (a) an **Event of Default** as defined in any Finance Document occurs, as if each such **Event of Default** were set out in full herein,
- (b) the Grantor fails to pay on the due date for payment thereof any money hereby secured,
- (c) the Grantor fails duly to perform or comply with or becomes in breach of any term of the Secured Obligations or any of the Secured Obligations becomes invalid, ineffective or unenforceable or the Grantor repudiates any of the Secured Obligations,
- (d) the Grantor fails duly to perform or comply with or becomes in breach of any term of this agreement or repudiates this agreement,
- (e) the Grantor becomes insolvent or unable to pay its debts as they fall due or commences negotiations with one or more of its creditors with a view to the general re-adjustment or re-scheduling of indebtedness or makes a general assignment of its assets for the benefit of its creditors,
- (f) any distress or execution or other legal process is levied or enforced upon any property of the Grantor or the Grantor takes any action or any legal proceedings are

started or other steps are taken for the Grantor or its property to be adjudicated or found en désastre or any event analogous to any of the foregoing occurs in any jurisdiction,

- (g) there occurs, in the opinion of the Secured Party, any material adverse change in the financial condition of the Grantor or any other event occurs or circumstances arise which in the opinion of the Secured Party has or may be expected to have a material adverse effect on the ability of the Grantor to perform all or any of its obligations under this agreement or the Secured Obligations, or
- (h) any representation or warranty made or deemed to be made or repeated by or in respect of the Grantor in or pursuant to this agreement or the Secured Obligations or in any notice, certificate, report, statement or other document referred to in or delivered under this agreement or the Secured Obligations is or proves to have been incorrect in any material respect

12 Enforcement by the Secured Party

- 12 1 If an Event of Default has occurred, the power of sale or application under the Law shall be exercisable in respect of the Collateral without any requirement to obtain any order of the Courts of Guernsey immediately upon the Secured Party serving on the Grantor a notice specifying the particular Event of Default complained of
- 12 2 The power of sale or application under the Law may be exercised in such manner, at such time and intervals and for such consideration (whether payable immediately, by instalments or otherwise deferred) as the Secured Party shall in its absolute discretion determine, including by way of sale to an associate or nominee of the Secured Party, but subject always to the provisions of Section 7(5) of the Law
- 12 3 For the purposes of this agreement, references to the exercise of the **power of sale or application** shall include any method or process by which value is given, allowed or credited by the Secured Party for the Collateral against the Secured Obligations
- 12 4 The Secured Party shall be entitled to appropriate any part of the Collateral which is money and shall apply the same towards the Secured Obligations as if they were proceeds of sale
- 12 5 The Secured Party may collect, receive or compromise and give a good discharge for any and all monies and claims for monies due and to become due for the time being comprised in the Collateral subject hereto
- 12 6 To the extent permitted by the laws of Guernsey, the Secured Party shall be under no liability to the Grantor
 - (a) to preserve or enhance the Collateral or its value,
 - (b) for any loss arising out of (i) the exercise or non-exercise of the power of sale or application or other realisation or appropriation of the Collateral pursuant to this agreement, or (ii) the taking of any other action in respect of the Collateral as is permitted by this agreement, whether before or after the power of sale or application becomes exercisable, or

- (c) for any failure to apply and distribute the monies representing the proceeds of sale or application of the Collateral in accordance with the Law if the Secured Party applies and distributes such proceeds in good faith in accordance with the information expressly known to it, without further enquiry, at the time of such application and distribution

12 7 The exercise by the Secured Party of any right or power of sale or application under this clause shall not constitute a waiver or release of, nor the exercise of, any other right or power of sale or application held by the Secured Party unless expressly stated

13 Further assurance and power of attorney

13 1 The Grantor shall, at any time and from time to time, upon the written request of the Secured Party promptly do any and all such acts and things and execute and deliver all such instruments and any documents (including, without limitation, any replacement or supplemental security agreements) as the Secured Party may consider necessary or desirable for creating, perfecting, maintaining, enhancing or enforcing its security or rights under this agreement or the Law

13 2 The Grantor hereby irrevocably appoints the Secured Party as the Grantor's attorney (with full power of substitution) with authority in the name of and on behalf of the Grantor to sign, execute, seal, deliver, acknowledge, file, register and perfect any and all assurances, documents, instruments, agreements, certificates and consents whatsoever and to do any and all such acts and things in relation to any matters dealt with in this agreement and/or which the Secured Party may deem necessary or desirable for creating, perfecting, maintaining or enforcing the security contemplated hereunder, giving full effect to this agreement or for securing, protecting or exercising the rights of the Secured Party hereunder or under the Law, including without limitation

- (a) completing, dating, executing and/or delivering any stock transfer forms and/or notices in respect of the Collateral,

- (b) exercising any rights in respect of the Collateral, and

- (c) taking any action which the Grantor is required to take pursuant to this agreement

13 3 The Grantor hereby covenants with the Secured Party to ratify and confirm any lawful exercise or purported exercise of the power of attorney referred to in this clause

14 Security continuing and independent

14 1 The security created pursuant to this agreement shall take effect as a continuing security for the payment or performance of all or any part of the Secured Obligations and shall be independent of and in addition to and it shall not be prejudiced or be affected by and shall not affect or prejudice any other security now or hereafter held by the Secured Party in respect of the payment or performance of all or any part of the Secured Obligations

14 2 The security, and the obligations and liabilities, created pursuant to this agreement shall not be in any way discharged, impaired or otherwise affected by

- (a) any partial or intermediate payment or performance of the Secured Obligations,

- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Secured Party may now or hereafter have from or against any person in respect of any obligations of the Grantor under the Finance Documents or any other document or any other person,
 - (c) any act or omission by the Secured Party in taking up, creating, perfecting or enforcing any security, indemnity or guarantee from or against the Grantor or any other person,
 - (d) any defect in, termination, amendment, variation, novation or supplement of or to any of the Finance Documents or to any document pursuant to which obligations are due by the Grantor or any other person to the Secured Party,
 - (e) any grant of time, indulgence, waiver or concession given to the Grantor or any other person,
 - (f) any of the insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, and any change in the constitution, name and style of any party to any of the Finance Documents or any other person,
 - (g) any release, invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of the Grantor or any other person in respect of any of the Finance Documents or any other document,
 - (h) any claim or enforcement of payment from any of the other parties to the Finance Documents or any other person, or
 - (i) any act or omission which would have discharged or affected the liability of the Grantor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Grantor or otherwise reduce or extinguish its liability under this agreement
- 14.3 The Secured Party is not obliged, before exercising any of the rights, powers or remedies it may have pursuant to this agreement or by law, to make any demand of, or take action or file any claim or proof in respect of, any person other than the Grantor or to enforce any other security in respect of the Finance Documents
- 14.4 If the Collateral or any part thereof is released from the security interest created hereunder in reliance upon a payment or other performance or discharge which is subsequently avoided or set aside for any reason whatsoever (including, without limitation, in connection with the insolvency or bankruptcy of the Grantor), the obligations and liabilities of the Grantor under this agreement, and the rights of the Secured Party under this agreement, shall continue as if such payment and release had not occurred
- 14.5 The Grantor irrevocably waives and abandons any and all rights under the laws of Guernsey
- (a) whether by virtue of the droit de division or otherwise, to require that any liability under the Finance Documents be divided or apportioned with any other person or reduced in any manner whatsoever, and

- (b) whether by virtue of the droit de discussion or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against the Grantor under the Finance Documents

15 Remedies and waiver

- 15.1 No failure by the Secured Party to exercise, nor any delay by the Secured Party in exercising, any right or remedy hereunder shall operate as a waiver hereof nor shall any single or partial exercise prevent any further or other exercise thereof or the exercise of any other right or remedy
- 15.2 The rights and remedies under or pursuant to this agreement, the security interests created hereunder, and any rights or other remedies provided by law (including the Law as it applies to the security created hereunder) are cumulative and not mutually exclusive and any of such rights and remedies may be, but need not be, exercised at the Secured Party's discretion

16 Fees, costs and expenses

- 16.1 The Grantor agrees to reimburse the Secured Party on demand for all fees (including legal fees), costs and expenses incurred by the Secured Party and/or its nominees and agents in connection with or relating to the negotiation, preparation and/or execution of this agreement, the creation, preservation and/or enforcement of any of the Secured Party's rights under this agreement or the exercise or purported exercise of any of the Secured Party's powers arising pursuant to this agreement
- 16.2 All such fees, costs and expenses shall be reimbursed by the Grantor on a full indemnity basis with interest thereon at a rate of 2% per annum above the base rate from time to time of such bank as the Secured Party shall select from time to time, payable from the date that the Secured Party and/or its nominees incurred such fees, costs and expenses to the date of reimbursement by the Grantor pursuant to this clause

17 Indemnity

The Grantor shall indemnify and keep indemnified the Secured Party and/or its nominees and agents on demand against each and every loss, action, claim, expense, cost and/or liability which may be incurred by the Secured Party and/or its nominees and agents in connection with or relating to the creation, preservation and/or enforcement of any of the Secured Party's rights under this agreement, the exercise or purported exercise of any of the Secured Party's powers pursuant to this agreement (including pursuant to the power of attorney herein), or any breach by the Grantor of its obligations hereunder, in each case save where such loss, action, claim, expense, cost or liability arises as the result of the gross negligence or wilful misconduct of the Secured Party

18 Set-off

The Secured Party may, at any time, before as well as after the occurrence of an Event of Default, set off any obligation of or due by the Secured Party to the Grantor (including any contingent or unmatured obligation and in respect of any bank account of the Grantor held with the Secured Party) or any part thereof against the Secured Obligations or any part thereof. If the obligations to be set off are in different currencies, the Secured Party may convert all obligations into the same currency applying the then prevailing spot rate of exchange of the Secured Party (as conclusively determined by the Secured Party)

19 Suspense account

Monies received, recovered or realised by the Secured Party under this agreement may, at the discretion of the Secured Party, be credited to a separate or suspense account for so long as the Secured Party may think fit without any intermediate obligation on the part of the Secured Party to apply the same in or towards payment, performance or discharge of the Secured Obligations

20 Ruling off

In the event of the commencement of any form of bankruptcy or insolvency proceeding affecting the Grantor or of all or any part of this agreement ceasing for any reason to be binding on the Grantor or if the Secured Party receives notice (actual or otherwise) of any other or subsequent Encumbrance affecting the Collateral, the Secured Party may at any time rule off the Grantor's obligations and then subsisting account or accounts of the Grantor held with the Secured Party and open a new account or accounts in the name of the Grantor. No monies paid into such new account or accounts shall thereby discharge or reduce the amount recoverable pursuant to this agreement. If the Secured Party in any of the above cases does not rule off the obligations of the Grantor or open any new account or accounts, it shall nevertheless be treated as if it had done so at the time when it first had notice (actual or otherwise) of the event in question and all payments made by or on behalf of the Grantor to the Secured Party shall be treated as having been credited to the new account or accounts and shall not operate to reduce the amount recoverable pursuant to this agreement.

21 Illegality

If at any time one or more of the provisions of this agreement becomes invalid, illegal or unenforceable in any respect, that provision shall be severed from the remainder and the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired in any way.

22 Certificate of Secured Party

Any certificate submitted by the Secured Party to the Grantor as to (a) the amount of the Secured Obligations or any part of them or (b) the costs and expenses incurred by the Secured Party and/or its nominees and agents in accordance with clause 16, shall, in the absence of manifest error, be conclusive and binding on the Grantor.

23 Amalgamation and consolidation

The rights and benefits of the Secured Party under this agreement shall remain valid and binding for all purposes notwithstanding any change, amalgamation, consolidation or otherwise which may be made in the constitution of the Secured Party and shall be available to such entity as shall carry on the business of the Secured Party for the time being.

24 Conversion of currency

All monies received or held by the Secured Party subject to this agreement may at any time, before as well as after the occurrence of an Event of Default, be converted into such other currency as the Secured Party considers necessary or desirable to satisfy the Secured Obligations in that other currency at the then prevailing spot rate of exchange of the Secured

Party (as conclusively determined by the Secured Party) for purchasing that other currency with the original currency

25 Amendment and waiver

No variation, amendment or waiver of this agreement shall be valid unless in writing and signed by or on behalf of the parties hereto

26 Assignment

26 1 The Secured Party may grant a participation in or make an assignment or transfer or otherwise dispose of, the whole or any part of its rights and benefits under this agreement For the purpose of any such participation, assignment, transfer or disposal, the Secured Party may disclose information about the Grantor and the financial condition of the Grantor as may have been made available to the Secured Party by the Grantor or which is otherwise publicly available

26 2 The Grantor shall not assign or transfer all or any part of its rights, benefits and/or obligations under this agreement

27 Liability of Grantor

Where the Grantor consists of more than one person, the liability of each such person shall be joint and several and every agreement, undertaking or covenant contained in this agreement shall be construed accordingly

28 Notices

28 1 All notices with respect to this agreement shall be delivered by hand, sent by first class post to the address of the addressee as set out in this agreement or to such other address as the addressee may from time to time have notified for the purpose of this clause or to any other **proper address** as defined in the Law, sent by facsimile transmission (**fax**) to the following numbers or sent by electronic transmission (**email**) to the following addresses

(a) in the case of the Grantor

The Directors
Broomford Holdings Limited
c/o Mr J M Egan
Broomford Manor
Jacobstowe
Devon EX20 3RH
Fax

Email

(b) in the case of the Secured Party

Canada Court,
St Peter Port,
Guernsey, GY1 3BQ,
Fax +44 (0)1481 744 538 Email guernseycreditmanagement@rbc.com

(c) in the case of the Custodian

Canada Court,

St Peter Port,
Guernsey, GY1 3BQ,
Fax +44 (0)1481 744 538 Email guernseycreditmanagement@rbc.com

28 2 Such notices shall be deemed to have been received

- (a) if sent by first class prepaid post, two days (being days on which commercial banks are open for full banking business in Guernsey) after posting,
- (b) if delivered by hand, on the day of delivery,
- (c) if sent by fax, at the time of transmission provided that the sender shall receive a successful transmission report, and
- (d) if sent by email, at the time of transmission provided that the sender shall receive a successful delivery receipt

28 3 The Grantor shall immediately upon written request from the Secured Party appoint a process agent in Guernsey on terms acceptable to the Secured Party to accept service of notices or other documents pursuant to this agreement on its behalf, such appointment to take effect from the date of this agreement

28 4 If any person appointed as process agent is unable for any reason to act as process agent, the Grantor must immediately (and in any event within five days of such event taking place) appoint another process agent on terms acceptable to the Secured Party Failing this, the Secured Party may appoint another process agent for this purpose

29 Counterparts

This agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument

30 Governing law and jurisdiction

30 1 This agreement shall be governed by and construed in accordance with the laws of Guernsey and the parties hereby irrevocably agree for the exclusive benefit of the Secured Party that the courts of Guernsey are to have jurisdiction to settle any disputes which arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement (in this clause referred to as **Proceedings**) may be brought in such court

30 2 Nothing contained in this clause shall limit the right of the Secured Party to take Proceedings against the Grantor in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not

30 3 The Grantor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or hereafter to the taking of any Proceedings in any such court as referred to in this clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Grantor and may be enforced in the court of any other jurisdiction

THE PARTIES have duly executed this agreement on the date set out at the beginning of this agreement

SIGNATORIES

Grantor

Signed for and on behalf of
Broomford Holdings Limited


Signature

MEGAN
Print name

MD
Title



Signature


JAYNE EGAN
Print name

DIRECTOR
Title

Secured Party


Signed for and on behalf of
Royal Bank of Canada (Channel Islands) Limited



Authorised Signatory
K Thompson
Authorised Signatory


Authorised Signatory
S J Bowers
Authorised Signatory

Custodian

Signed for and on behalf of
Royal Bank of Canada (Channel Islands) Limited


Authorised Signatory
K Thompson
Authorised Signatory


Authorised Signatory
S J Bowers
Authorised Signatory