

MR01

Particulars of a charge

149297/13



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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record

TUESDAY



L2NWH8BN
L10 24/12/2013 #45
COMPANIES HOUSE

1 Company details

Company number 0 5 9 3 2 0 0 8

Company name in full Carisbrooke Aurora (UK) Limited for and on behalf
of Aurora (Normanton) Limited Partnership

For official use
1 4

→ **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 d1 d9 m1 m2 y2 y0 y1 y3

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 Barclays Bank PLC

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

1. By way of legal mortgage.

(a) leasehold interest in the property known as Land at Pontefract Road, Normanton, Wakefield WF6 1RW, registered with title number WYK835762, and

(b) any other freehold or leasehold property now vested in Carisbrooke Aurora (UK) Limited for and on behalf of Aurora (Normanton) Limited Partnership.

2. By way of fixed charge

(a) its interest in any freehold or leasehold property acquired by Carisbrooke Aurora (UK) Limited for and on behalf of Aurora (Normanton) Limited Partnership after 19 December 2013

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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 *Berwin Leighton Paibner LLP* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name BBRK/27690.00111

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

TX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5932008

Charge code: 0593 2008 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2013 and created by CARISBROOKE AURORA (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2013.

Given at Companies House, Cardiff on 3rd January 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 19 December 2013

EACH OF THE PARTIES LISTED IN Schedule 1 (*Chargors*)
as Chargors

BARCLAYS BANK PLC
as Security Agent

DEBENTURE

In respect of various properties within the Firelighter Portfolio located in England and Scotland

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

Berwin Leighton Paisner LLP

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA



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Adelaide House London Bridge London EC4R 9HA
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Contents

Clause	Name	Page
1	Definitions and interpretation	1
2	Covenant for payment.....	5
3	Security.....	5
4	Crystallisation of floating charge	7
5	Perfection of security	7
6	Investments	8
7	Rights of enforcement.....	9
8	Application of receipts.....	11
9	Notices.....	12
10	Discharge.....	12
11	Assignment and transfer	12
12	General provisions ..	12
13	Law and jurisdiction ..	16
Schedule	Name	Page
1	Chargors	17
2	Properties.....	19
3	Accounts	22
4	Security Agent's and Receiver's powers..	23
5	Notices.	26
5	Part 1 Notice of assignment or charge of contract.....	26
5	Part 2 Notice of account assignment ..	29
Execution Pages		32

DATED 19 December 2013

PARTIES

- (1) **THE PARTIES** listed in Schedule 1 (*Chargors*) (the "**Chargors**")
- (2) Barclays Bank PLC as security agent for the Finance Parties (the "**Security Agent**")

BACKGROUND

- (A) The Finance Parties have agreed to advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the Obligor and/or others on the security created by this Deed.
- (B) Each Chargor has agreed to charge certain of its assets as security to the Security Agent as set out in this Deed to secure the payment and discharge of the Liabilities.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Accounts**" means the accounts details of which are set out Schedule 3 (*Accounts*).

"**Act**" means the Law of Property Act 1925

"**Borrower**" means Firefighter Cavalry Limited.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Charged Property**" means any freehold or leasehold property from time to time charged pursuant to this Deed.

"**Disposal Proceeds**" means all capital monies or other sums or other consideration paid or payable in respect of the disposal of a Chargor's interest in all or any part of any Property.

"**Facility Agreement**" means a facility agreement originally dated 9 October 2013 and made between, amongst others, the Security Agent (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

"**Finance Document**" shall have the meaning ascribed to it by the Facility Agreement.

"**Finance Party**" shall have the meaning ascribed to it by the Facility Agreement

"Hedging Arrangement" means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments entered into or to be entered into by any Chargor.

"Insurance Policy" means any policy of insurance in which a Chargor may at any time have an interest relating to any Charged Property.

"Investments" means the existing or future interest of the relevant person in

- (a) any stocks, shares, bonds, units or any form of loan or other capital of or in any legal entity; and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment.

"Liabilities" means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from each Obligor to the Finance Parties under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety.

"Occupational Lease" means any lease, agreement for lease, licence or other occupational interest subject to which a Chargor's interest in a Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

"Property" means each Property details of which are set out in Schedule 2 (*Properties*) including all:

- (a) Land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) Buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in the future on it; and
- (c) Easements, access rights, rights of way, wayleaves and rights attaching to it.

"Party" means a party to this Deed

"Receiver" means any one or more receiver, administrator or receiver and manager or administrative receiver appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute).

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Relevant Contracts" means each and all of the following both present and future:

(a) each contract in respect of any disposal of any Charged Asset;

(b) each Occupational Lease;

(c) any managing agent's agreement; and

(d) all other agreements, in which a Chargor has an interest,

In each case, including any guarantees or sureties entered into in respect of them

"Rent" means all sums paid or payable to or for the benefit of any Chargor arising from the letting, use or occupation of all or any part of any Property, including, without limitation:

(a) rents, licence fees and equivalent sums reserved or made payable,

(b) sums received from any deposit held as security for performance of any tenant's obligations;

(c) proceeds of insurance in respect of loss of rent or interest on rent;

(d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;

(e) any service charge payments;

(f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to a Property and for expenses incurred in relation to any such breach,

(g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;

(h) any contribution by an occupational tenant of a Property to ground rent due under any lease out of which a Chargor derives its interest in that Property;

(i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

(j) interest, damages or compensation in respect of any of the items in this definition; and

(k) any amount which represents VAT chargeable in respect of any such sum

"VAT" means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of similar nature (including GST in Jersey), whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.
- 1.2.2 The construction provisions set out at clause 1.2 (Construction) of the Facility Agreement shall apply equally to this Deed.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- 1.2.4 Each Chargor gives the same representations and undertakings to the Agent as given by the Borrower in clause 13 (*Representations*), clause 15 (*General Covenants*) and clause 16 (*Property Covenants*) including clause 15.5 (*Negative pledge*) of the Facility Agreement in each case as if set out in full and as if each reference to the Borrower in those clauses was a reference to that Chargor.
- 1.2.5 Clause 12 (*Bank Accounts*) and clause 26 (*Set-off*) of the Facility Agreement are incorporated in this Deed in each case as if set out in full and with necessary changes.
- 1.2.6 Each Chargor acknowledges and accepts the manner in which the Accounts are to be opened, maintained and run in accordance with the Facility Agreement.

1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the parties to this Deed are incorporated into each Finance Document to the extent required for the purported disposition of any Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Joint and several Chargors

Where two or more persons purport to create a Security Interest over a Charged Asset under this Deed then:

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and

- (c) each person shall be deemed to have confirmed the Security Interest granted by the others

2 COVENANT FOR PAYMENT

2.1 Covenant to pay

Each Chargor covenants with the Security Agent that it will:

- (a) on demand, pay and discharge each and all of the Liabilities when due, and
- (b) Indemnify and keep each Finance Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of any Chargor to that Finance Party.

2.2 Survival of obligations

The payment obligations of each Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

3 SECURITY

3.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Liabilities with full title guarantee.

3.2 Mortgage

Each Chargor jointly charges by way of legal mortgage:

- (a) each English Property; and
- (b) any other freehold or leasehold property now vested in that Chargor.

3.3 Fixed charge

Each Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in any freehold or leasehold property acquired after the date of this Deed;
- (b) its interest in the Relevant Contracts;
- (c) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Charged Property and all guarantees and warranties in respect of any of them;
- (d) all easements, licences and other rights present and future relating to any Charged Property in which it has an interest;

- (e) the Accounts and any other accounts of that Chargor present and future to the extent in either case that they are maintained with the Security Agent or any other Finance Party and the debts represented by them;
- (f) the Investments;
- (g) If applicable its uncalled capital;
- (h) its goodwill; and
- (j) all Related Rights in respect of the above.

3.4 **Assignment**

Each Chargor assigns absolutely subject to the provisions of Clause 10 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) all Rent present and future;
- (b) the Disposal Proceeds,
- (c) all book debts and other debts present and future payable to that Chargor;
- (d) the Accounts and any other accounts of that Chargor present and future not charged by Clause 3.3 (*Fixed charge*) and the debts represented by them;
- (e) all monies payable to it under any Insurance Policies;
- (f) the benefit of the copyright and similar rights vested in it, present and future, in connection with any Charged Property;
- (g) all causes of action and other rights and remedies in which it has an interest at any time;
- (h) all monies payable to it under any Hedging Arrangement present and future;
- (i) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise;
- (j) its interest from time to time in any VAT recoveries; and
- (k) all Related Rights in respect of the above.

3.5 **Floating charge**

Each Chargor charges by way of floating charge (i) all its assets, property and undertaking both present and future whatsoever and wheresoever; and (ii) without prejudice to the foregoing generality, all of its assets, property and undertaking both present and future located in Scotland or governed by Scots law.

3.6 **Application of charges**

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

4 CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by notice

The Security Agent may at any time by notice in writing to the Chargors convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) an Event of Default is outstanding; or
- (b) the Security Agent considers, acting reasonably, that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process.

4.2 Automatic crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.5 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) any Chargor creates or attempts to create any Security Interest (other than Permitted Security) over any Charged Assets;
- (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of any Chargor or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

5 PERFECTION OF SECURITY

5.1 Insolvency Act

For the purposes of paragraph 43 of schedule A1 to the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of any Chargor pursuant to section 1A of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by that Chargor or a ground for the appointment of a Receiver

5.2 Further assurance

Each Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

5.3 Notices

5.3.1 If the Security Agent so requests, each Chargor shall serve a notice in the form set out in:

- (a) Schedule 5, Part 1 (*Notice of assignment or charge of contract*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*); or
- (b) Schedule 5, Part 2 (*Notice of account assignment*) in respect of Accounts assigned pursuant to Clause 3.4(d).

5.3.2 Each Chargor shall use all reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3.1 is addressed completes and returns to the Security Agent an acknowledgement in the form of Part B of the relevant notice

5.3.3 To the extent that the Security Agent is the same entity as the Account Bank and the counterparty to any Hedging Arrangements it acknowledges that this Deed constitutes notice to it of the charge over the Accounts under Clause 3.3 (*Fixed charge*) which are held with it and the charge of any Hedging Arrangement under Clause 3.3 (*Fixed charge*) to which it is the counterparty.

5.4 Restriction

5.4.1 Each Chargor authorises the Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"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 [●] referred to in the Charges Register (or its conveyancer)."

5.4.2 Each Chargor authorises the Security Agent to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estates.

6 INVESTMENTS

6.1 Investment title documentation

Upon execution of this Deed (or immediately upon the acquisition of the relevant Investment if that acquisition follows the date of this Deed) and notwithstanding

any other term of the Finance Documents, each Chargor will deposit with the Security Agent in respect of each Investment:

- (a) all certificates, warrants or other documents of title;
- (b) duly executed undated blank stock transfer forms; and
- (c) forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

6.2 Voting prior to an Event of Default

Prior to an Event of Default which is outstanding, a Chargor may continue to exercise all voting and other rights (including the right to collect dividends, interest, principal or other payments of money) relating to the Investments provided that such rights are not exercised in a way which (and that Chargor shall not permit anything which):

- (a) jeopardises the security constituted by the Finance Documents;
- (b) varies the rights attaching to the Investments; or
- (c) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), insolvency or matters which would otherwise be prohibited by the Finance Documents.

6.3 Voting after an Event of Default

6.3.1 Following an Event of Default which is outstanding, the Security Agent may (without notice to or consent from a Chargor and in that Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

6.3.2 Following an Event of Default which is outstanding and the service of notice upon the relevant Chargor, the Security Agent may (without consent from any Chargor and in the relevant Chargor's name or otherwise) exercise any right to vote in respect of the Investments.

6.4 Obligations

Each Chargor shall promptly pay all calls, costs and/or other payments in respect of the Investments and shall give to the Agent and the Security Agent, at the time of issue, copies of all material information, offers, notices or other materials supplied to the members of the issuers of the Investments and shall advise the Agent and the Security Agent promptly of any material occurrence affecting the Investments or any other part of the security granted to the Security Agent and shall give to the Agent and the Security Agent such information as they may reasonably require relating to the Investments.

7 RIGHTS OF ENFORCEMENT

7.1 Enforcement

7.1.1 The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

7.1.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable:

- (a) upon an Event of Default; or
- (b) at the Security Agent's discretion, at the request of the Chargors.

7.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

7.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred, that the Liabilities are outstanding and have become due and that the floating charge created by this Deed has crystallised.

7.2 Security Agent's and Receiver's powers and rights

7.2.1 The Security Agent shall have the power:

- (a) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 7.3 (*Right of appropriation*); and
- (c) if this Deed contains a qualifying floating charge for the purposes of the Insolvency Act 1986, to appoint an administrator of any Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

7.2.2 The Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 4 (*Security Agent's and Receiver's powers*),

and may exercise them in the name of the relevant Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

7.3 Right of appropriation

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargors under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right to appropriate all or any part of it in or towards discharge of the Liabilities and transfer title in and to it to the

Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) In the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) In the case of Investments, the market price determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.4 Receiver as agent

So far as the law allows, a Receiver shall be the agent of a Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

7.5 Further powers

If a Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

7.6 Power of attorney

7.6.1 Each Chargor by way of security irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of that Chargor's obligations in connection with this Deed.

7.6.2 Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

7.6.3 The power of attorney granted pursuant to this Clause 7.6 (*Power of attorney*) is an irrevocable power of attorney for the purposes of Article 5(2) of the Powers of Attorney (Jersey) Law 1995 and, for so long as any security granted pursuant to this Deed remains effective, this power of attorney shall not be revoked by (i) any Chargor without the Security Agent's consent; or (ii) the incapacity, bankruptcy (within the meaning of Article 8 of the Interpretation (Jersey) Law 1954) or dissolution of any Chargor.

8 APPLICATION OF RECEIPTS

8.1 Priority of payment

Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Security Agent and/or any Receiver in the

enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of a Chargor or otherwise);
- (b) **secondly**, (in so far as not contemplated by Clause 8.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Agent (in its capacity as trustee) in relation to the Finance Documents; and
- (c) **finally**, to the Agent for distribution in accordance with the Facility Agreement.

8.2 Crediting to suspense account

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

9 NOTICES

The provisions as to notices set out in the Facility Agreement will apply to this Deed as if set out in full here and as if each reference to the "Borrower" is a reference to the relevant "Chargor".

10 DISCHARGE

10.1.1 If the Security Agent is satisfied that the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargors, discharge this Deed.

10.1.2 No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

11 ASSIGNMENT AND TRANSFER

11.1 Assignment by the Chargors

No Chargor may assign transfer or otherwise part with its rights or obligations under this Deed.

11.2 Assignment by the Finance Parties

The Finance Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement

12 GENERAL PROVISIONS

12.1 Trust provisions

The covenants, undertakings and representations made by each Chargor under this Deed are made in favour of the Security Agent as security agent for the Finance Parties

12.2 Immediate recourse

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against a Chargor or any other person

12.3 Exercise of powers and liability

12.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

12.3.2 The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pay the accounts of the prior chargee (which shall be binding on each Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargors to the Security Agent on demand.

12.3.3 None of the provisions of this Deed shall be deemed to impose on the Finance Parties or imply on their part any obligation or other liability in relation to the Charged Assets

12.4 Tacking

Each Finance Party must perform its obligations under the Facility Agreement (including any obligation to make further advances).

12.5 New Accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest or disposed of:

- (a) a Finance Party may close the relevant Chargor's then subsisting account and open a new account (which shall bear interest at the relevant Finance Party's usual rate for such an account) with that Chargor, and (unless the relevant Finance Party gives that Chargor written notice otherwise) shall be deemed to have done so,
- (b) all payments made to a Finance Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Liabilities.

12.6 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

12.7 Rights of third parties

12.7.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 12.7.2 The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12.8 Partial invalidity

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or the legality, validity or enforceability of the remaining provisions in any jurisdiction.

12.9 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

12.10 Counterparts

This Deed may be executed in any number of counterparts. This shall have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

12.11 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law.

12.12 Chargors' obligation

Neither the Security Interests created under this Deed nor the obligations of each Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 12.12 (*Chargors' obligation*), would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, the Obligor or other person;
- (b) the release of the Obligor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;
- (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 Interest over assets of, the Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Obligor or any other person;

- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security Interest including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security Interest;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- (g) any insolvency or similar proceedings.

12.13 **Chargor intent**

Without prejudice to the generality of Clause 12.12 (*Chargors' obligation*), each Chargor expressly confirms that it intends that the Security Interests created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital,
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers,
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

12.14 **Appropriations**

Until the Liabilities have been irrevocably paid in full, each Finance Party (or trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability under this Deed

12.15 **Deferral of Chargor's rights**

- 12.15.1 Until the Liabilities 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 the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
- (a) to be indemnified by the Obligor;
 - (b) to claim any contribution from any other guarantor of the Obligor's obligations under the Finance Documents;
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
 - (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this Deed;
 - (e) to exercise any right of set-off against the Obligor; and/or
 - (f) to claim or prove as a creditor of the Obligor in competition with any Finance Party.
- 12.15.2 If any Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 12.15.1 it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Finance 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 7.6.3.

13 LAW AND JURISDICTION

13.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

13.2 Jurisdiction of English courts

- 13.2.1 The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "Dispute").
- 13.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 13.2.3 This Clause 13.2 (*Jurisdiction of English courts*) is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

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

**Schedule 1
Chargors**

Company	Jurisdiction of Incorporation	Registered Number
Firelighter Warrington Limited	Jersey	113213
Countryroad Investments Limited	Cayman Islands	471631
✓ Carisbrooke Lime Street Limited	England and Wales	06697631
Carisbrooke Central Investments Limited	England and Wales	05500721
GPF Investment Company Limited	Jersey	83798
Aurora (Motherwell) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	England and Wales	LP011572
Aurora (Normanton) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	England and Wales	LP011575
Aurora (Hinckley) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	England and Wales	LP011576
Aurora (Leigh) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	England and Wales	LP011571
Aurora (Nuneaton) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	England and Wales	LP011574
Aurora Nominee 1 Limited	England and Wales	05932160
Aurora Nominee 2 Limited	England and Wales	05932224
Carisbrooke Aurora (UK) Limited	England and Wales	05932008
Merrington Unit Trust (acting by its Trustee, Merrington Trustee (Jersey) Limited)	Jersey	NA
Merrington Trustee (Jersey) Limited	Jersey	92654
Merrington Nominee (No 1) Limited	Jersey	92753

Merrington Nominee (No 2) Limited Jersey

92754

**Schedule 2
Properties**

Owner	Description/ Address	Freehold/ Leasehold/ Heritable	Title Reference
Legal and Beneficial Owner: Firelighter Warrington Limited	1, 2 and 3 Daten Park, Leacroft Road, Birchwood Business Park, Warrington, WA3 6AA	Freehold	CH348246
Legal and Beneficial Owner: Countryroad Investments Limited	Cresta House, 125- 133 (odd) Finchley Road, London, NW3 6HY	Freehold	NGL139363
Legal and Beneficial Owner: Carisbrooke Lime Street Limited	25-26 Lime Street, London, EC3M 7HR	Freehold	LN41081
Legal and Beneficial Owner: Carisbrooke Central Investments Limited	Units A & B, Belcon Industrial Estate, Essex Road, Hoddesdon, EN11 0BS	Leasehold	HD286554
Legal and Beneficial Owner: Carisbrooke Central Investments Limited	The High, Cross Street, Harlow, CM20 1HA	Freehold	EX352938
		Leasehold	EX593986
Legal and Beneficial Owner: Carisbrooke Central Investments Limited	ICL Car Park, Maidstone Road, Sidcup, DA14 5HU	Freehold	SGL571094 and SGL597690
Legal and Beneficial Owner: Carisbrooke Central Investments Limited	Phase I & II, New Road Industrial Estate, Sheerness, ME12 1DB	Leasehold	K775526 and K775527
Legal and Beneficial Owner: Carisbrooke Central Investments Limited	165-169 Victoria Road West, Thornton, Cleveleys, FY5 3LB	Freehold	LA682895
Legal and Beneficial Owner: GPF Investment Company Limited	Sword House, Totteridge Road, High Wycombe, HP13 6DG	Leasehold	BM202556
Legal and Beneficial Owner: GPF	Viking House & Mill House, Brayford	Freehold	LL11953 & LL37533

Investment Company Limited	Wharf North, Lincoln, LN1 1YT		
Legal and Beneficial Owner: GPF Investment Company Limited	Keypoint, 17-23 High Street, Slough, SL1 1DY	Freehold	BK237121, BK234003, BK224241
Legal and Beneficial Owner: GPF Investment Company Limited	Landore Court, 45-53 (odd numbers), Charles Street, Cardiff CF10 2GD	Freehold	WA279469, WA666756, WA652202, WA319965
Beneficial Owners: Aurora (Normanton) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	Land at Pontefract Road, Normanton, Wakefield, WF6 1RW	Leasehold	WYK835762
Legal Owners: Carisbrooke Aurora Nominees			
Beneficial Owner Aurora (Hinckley) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	Plot 3, Dodwells Bridge Industrial Estate, Hinckley, Leicestershire LE10 3BZ	Leasehold	LT392223
Legal Owners: Carisbrooke Aurora Nominees			
Beneficial Owner Aurora (Leigh) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	Land at Green Fold Way, Hope Carr Lane, Leigh, Greater Manchester, WN7 3XJ	Leasehold	MAN66847
Legal Owners: Carisbrooke Aurora Nominees			
Beneficial Owner Aurora (Nuneaton) Limited Partnership (acting by its General Partner, Carisbrooke Aurora (UK) Limited)	Townsend Drive, Attleborough Fields Industrial Estate, Nuneaton, Warwickshire, CV11 6TJ	Leasehold	WK432242
Legal Owners: Carisbrooke Aurora			

Nominees

Beneficial Owner:	Land at Merrington	Freehold	DU223769
Merrington Unit	Lane Industrial		DU270497
Trust (acting by its	Estate, Merrington		
Trustee, Merrington	Lane, Spennymoor,		
Trustee (Jersey)	DL16 7XL		
Limited)			
Legal Owners:			
Merrington			
Nominees			

**Schedule 3
Accounts**

The Borrower must maintain the following bank accounts in the name of the Borrower with Barclays Bank PLC:

- (a) a rent account designated the "**Rent Account**";
- (b) an interest bearing deposit account designated the "**Withheld Funds Account**";
and
- (c) an interest bearing deposit account designated the "**Sales Account**".

Schedule 4
Security Agent's and Receiver's powers

1 Conduct of business

(a) Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of a Chargor in all respects and for such purpose to.

(i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or

(ii) acquire any property, chattels, plant, machinery and materials.

(b) Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

(c) Compromise claims

To compromise any claim relating to the Charged Assets

(d) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security

(e) VAT

To assume and exercise all or any of the power and rights conferred on a Chargor in respect of its value added tax status, liabilities, advantages or arrangements

(f) Employees

To:

(i) enter into, adopt and/or terminate any contract of employment, and

(ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 Dealing with a Chargor's assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

(c) Receipts

To give receipts and releases for any sums received.

(d) Carry on works

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on a *Chargor* under any Charged Asset.

(f) Insurance

To effect insurances on such terms as it thinks fit.

(g) Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

(h) Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

(i) Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

3 Disposals

(a) Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (i) for immediate or deferred consideration;
- (ii) in return for a single payment or instalments; and
- (iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (I) with or without any rent, review of rent, fine or premium, and
 - (II) whether absolutely or for a term,
- and in all cases the terms of which shall bind any subsequent mortgagee

4 General

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining, preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the security charges created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of a Chargor in connection with any of the purposes in this Schedule 4 (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit, and
- (ii) as if it were the absolute and beneficial owner.

**Schedule 5
Notices**

Part 1

Notice of assignment or charge of contract

Part A

From: [Details of Chargor] (the "Chargor")

To: [Details of Party to Contract]

Date: [•]

Dear Sirs

[Description of Relevant Document] (the "Contract")

We refer to:

- (a) the Contract; and
- (b) [debenture] (the "Security Deed") dated [•] made between Barclays Bank PLC (the "Security Agent") (1) the Borrower and Firefighter Silverburn Limited and Firefighter Fareham Limited (the "Chargors") (2).

We give you notice that pursuant to the Security Deed, we have [charged/assigned] all of our present and future right, title, interest and benefit in, under and to the Contract (including all rent payable to us under the Contract) to the Security Agent.

We irrevocably and unconditionally instruct and authorise you:

- (a) to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [Insert Chargor bank details]]; and
- (b) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent. [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and
- (c) to disclose any information relating to the Contract which the Security Agent may from time to time request

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed
For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge of Contract

From: [Details of party to Contract]

To: Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London
E14 4BB

For the attention of [•]

Date: [•]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Contract; and
- (b) we agree and will comply with the matters set out in that notice

Signed

For and on behalf of [•]

Part 2
Notice of account assignment
Part A

From: [Details of Chargor] [(the "Chargor")]

To: [Details of provider of the relevant Account]

Date: [●]

Dear Sirs

[Description of relevant Account] (the "Account")

We refer to:

- (a) the Account (which expression shall include all monies standing to the credit of such account now or in the future),
- (b) a [debenture] (the "**Security Deed**") dated [●] made between Barclays Bank PLC the "**Security Agent**" (1) and [●] and the Chargor (2).

We give you notice that pursuant to the Security Deed, all of our present and future right, title, interest and benefit in, under and to the Account were assigned to the Security Agent

We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Account without the prior written consent of the Security Agent;
- (b) that all our rights in connection with the Account are exercisable by (or with the consent of) the Security Agent; and
- (c) to disclose any information relating to the Account which the Security Agent may from time to time request.

By countersigning this letter you confirm that:

- (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Security Agent in respect of the Account; and
- (b) no amendment, waiver or release of any right or obligation in connection with the Account and no termination or rescission of the Account by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Account.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed
For and on behalf of the Chargor

Part B

Receipt of notice of account assignment

From: [Details of provider of the relevant Account]

To: Barclays Bank PLC
Debt Finance
Level 17
One Churchill Place
E14 5HP

For the attention of [•]

Date: [•]

[Description of relevant Account]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Account; and
- (b) we agree and will comply with the matters set out in that notice.

Signed
For and on behalf of [•]

EXECUTION PAGE

Chargors

Executed and delivered as a deed)
 for and on behalf of)
FIRELIGHTER WARRINGTON LIMITED)
 a company incorporated in Jersey by a)
director)
 being a person who, in accordance with)
 the laws of that territory, is acting under)
 the authority of that company)



Anthony J Underwood-Whitney

Authorised Signatory

Executed and delivered as a deed)
 for and on behalf of)
COUNTRYROAD INVESTMENTS LIMITED)
 a company incorporated in the Cayman)
 Islands by)
 being a person who, in accordance with)
 the laws of that territory, is acting under)
 the authority of that company)

Authorised Signatory

Executed and delivered as a deed)
 for and on behalf of)
CARISBROOKE LIME STREET LIMITED)

Director

Director/Secretary

Executed and delivered as a deed)
 for and on behalf of)
CARISBROOKE CENTRAL INVESTMENTS LIMITED)

Director

Director/Secretary

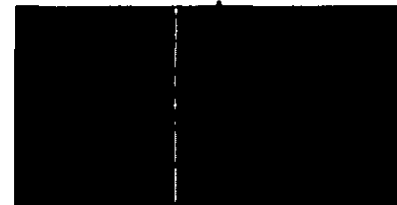
EXECUTION PAGE

Chargors

Executed and delivered as a deed)
 for and on behalf of)
FIRELIGHTER WARRINGTON LIMITED)
 a company incorporated in Jersey by)
 being a person who, in accordance with)
 the laws of that territory, is acting under)
 the authority of that company)

Authorised Signatory

Executed and delivered as a deed)
 for and on behalf of)
COUNTRYROAD INVESTMENTS LIMITED)
 a company incorporated in the Cayman)
 Islands by)
 being a person who, in accordance with)
 the laws of that territory, is acting under)
 the authority of that company)



Authorised Signatory

Executed and delivered as a deed)
 for and on behalf of)
CARISBROOKE LIME STREET LIMITED)

Director

Director/Secretary




Executed and delivered as a deed)
 for and on behalf of)
CARISBROOKE CENTRAL INVESTMENTS LIMITED)

Director

Director/Secretary



Executed and delivered as a deed
for and on behalf of
GPF INVESTMENT COMPANY LIMITED

)
)
)

Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA**
(MOTHERWELL) LIMITED PARTNERSHIP

)
)
)
)
)
)

Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA**
(NORMANTON) LIMITED PARTNERSHIP

)
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Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (HINCKLEY)**
LIMITED PARTNERSHIP

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Director

Director/Secretary

Executed and delivered as a deed)
for and on behalf of)
GPF INVESTMENT COMPANY LIMITED)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by *C J Phoenix*)
for and on behalf of **AURORA**)
(MOTHERWELL) LIMITED PARTNERSHIP)

Director

W. J. H. H.
Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA**)
(NORMANTON) LIMITED PARTNERSHIP)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA (HINCKLEY)**)
LIMITED PARTNERSHIP)

Director

Director/Secretary

Executed and delivered as a deed)
for and on behalf of)
GPF INVESTMENT COMPANY LIMITED)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA**)
(MOTHERWELL) LIMITED PARTNERSHIP)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by *C J Hodgson*)
for and on behalf of **AURORA**)
(NORMANTON) LIMITED PARTNERSHIP)

Director

W. J. H. M.
Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA (HINCKLEY)**)
LIMITED PARTNERSHIP)

Director

Director/Secretary

[Redacted]

[Redacted]

Rob Veerman

[Redacted]

Chartered accountant

Executed and delivered as a deed)
for and on behalf of)
GPF INVESTMENT COMPANY LIMITED)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA**)
(MOTHERWELL) LIMITED PARTNERSHIP)

Director

Director/Secretary


Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA**)
(NORMANTON) LIMITED PARTNERSHIP)

Director

Director/Secretary

Signed and executed as a deed by)
CARISBROOKE AURORA (UK) LIMITED)
acting by)
for and on behalf of **AURORA (HINCKLEY)**)
LIMITED PARTNERSHIP)

Director


Director/Secretary



Rob Vaerman


Chartered accountant

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by *C J PHOMY*
for and on behalf of **AURORA (LEIGH)**
LIMITED PARTNERSHIP

Director

W. H. M.
Director/Secretary

Rob Veerman

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by
for and on behalf of **AURORA (NUNEATON)**
LIMITED PARTNERSHIP

Chartered accountant

Director

Director/Secretary

Executed and delivered as a deed by
MERRINGTON TRUSTEE (JERSEY)
LIMITED acting in its capacity as trustee of
MERRINGTON UNIT TRUST acting by:

Director

Director/Secretary

Executed and delivered as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by:

Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (LEIGH)**
LIMITED PARTNERSHIP

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Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by *CT PHENIX*

for and on behalf of **AURORA (NUNEATON)**
LIMITED PARTNERSHIP

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Director

W. Khan
~~Director/Secretary~~

Rob Veerman

Executed and delivered as a deed by
MERRINGTON TRUSTEE (JERSEY)
LIMITED acting in its capacity as trustee of
MERRINGTON UNIT TRUST acting by:

Chartered Accountant

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Director

Director/Secretary

Executed and delivered as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by:

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Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (LEIGH)
LIMITED PARTNERSHIP**

Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (NUNEATON)
LIMITED PARTNERSHIP**

Director

Director/Secretary

Executed and delivered as a deed by
**MERRINGTON TRUSTEE (JERSEY)
LIMITED** acting in its capacity as trustee of
MERRINGTON UNIT TRUST acting by

Director

Director/Secretary

Executed and delivered as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (LEIGH)**
LIMITED PARTNERSHIP

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Director

Director/Secretary

Signed and executed as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by

for and on behalf of **AURORA (NUNEATON)**
LIMITED PARTNERSHIP

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Director

Director/Secretary

Executed and delivered as a deed by
MERRINGTON TRUSTEE (JERSEY)
LIMITED acting in its capacity as trustee of
MERRINGTON UNIT TRUST acting by:

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Director

Director/Secretary

Executed and delivered as a deed by
CARISBROOKE AURORA (UK) LIMITED
acting by:

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Director

W. J. H. M.
Director/Secretary

Rob Veerman

Chartered Accountant

Executed and delivered as a deed by
**MERRINGTON TRUSTEE (JERSEY)
LIMITED** acting by

Director

Director/Secretary

Executed and delivered as a deed by
AURORA NOMINEE 1 LIMITED
acting by

Director

Director/Secretary

Executed and delivered as a deed by
AURORA NOMINEE 2 LIMITED
acting by

Director

Director/Secretary

Executed and delivered as a deed by
**MERRINGTON NOMINEE (NO 1)
LIMITED**

Director

Director/Secretary

Executed and delivered as a deed by
**MERRINGTON TRUSTEE (JERSEY)
LIMITED** acting by:

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Director

Director/Secretary

Executed and delivered as a deed by
AURORA NOMINEE 1 LIMITED
acting by:

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Director

Wiken
Director/Secretary

Rob Veerman

Executed and delivered as a deed by
AURORA NOMINEE 2 LIMITED
acting by:

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Chartered Accountant

Director

Director/Secretary

Executed and delivered as a deed by
**MERRINGTON NOMINEE (NO 1)
LIMITED**

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Director

Director/Secretary

Executed and delivered as a deed by
**MERRINGTON TRUSTEE (JERSEY)
LIMITED** acting by:

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Director

Director/Secretary

Executed and delivered as a deed by
AURORA NOMINEE 1 LIMITED
acting by:

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Director

Director/Secretary

Executed and delivered as a deed by
AURORA NOMINEE 2 LIMITED
acting by:

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Director

W. J. H. M.
Director/Secretary

Rob Veerman

Executed and delivered as a deed by
**MERRINGTON NOMINEE (NO 1)
LIMITED**

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)

Chartered accountant

Director

Director/Secretary

Execution copy

Executed and delivered as a deed by
MERRINGTON NOMINEE (NO 2)
LIMITED

Director



Director/Secretary

Security Agent

Executed as a deed by
BARCLAYS BANK PLC
acting by
its duly authorised attorney
in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Executed and delivered as a deed by
MERRINGTON NOMINEE (NO 2)
LIMITED

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)

Director

Director/Secretary

Security Agent

Executed as a deed by
BARCLAYS BANK PLC
acting by *BALAJI NAGABHUSHAN*
its duly authorised attorney
in the presence of:

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)



Name of witness: *Gordon McMillan*

Signature of witness:



Address: *c/o Berwin Leighton Panner LLP, Melbourn House London*

Occupation: *Director*