

MR01

Particulars of a charge

672129. 23.

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A fee is be payable with this
Please see 'How to pay' on the

✓ **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
instrument. Use form MR08.

TUESDAY



LD6 *L6LL3RKY* #13
19/12/2017
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 06194523

Company name in full GLIDE UTILITIES LIMITED

7

For official use

→ **Filling 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 01/04/2017

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 INFLEXION PRIVATE EQUITY PARTNERS LLP

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

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 *Magforanes LLP*

X

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 MICHAEL FREEDMAN

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode

E C 4 A 1 L T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6194523

Charge code: 0619 4523 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2017 and created by GLIDE UTILITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2017.

24

Given at Companies House, Cardiff on 27th December 2017

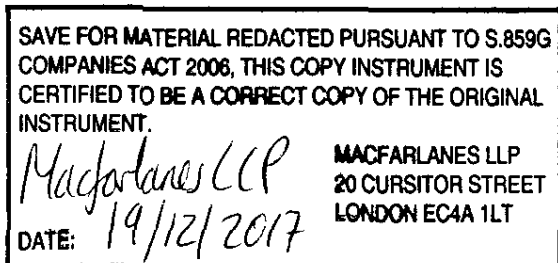


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 14 December 2017



CABLECOM BIDCO LIMITED

as Parent

CABLECOM BIDCO 2 LIMITED

CABLECOM NETWORKING HOLDINGS LIMITED

CABLECOM NETWORKING LIMITED

GLIDE 2 LIMITED

GLIDE UTILITIES LIMITED

WARWICKNET LIMITED

CAMPUSLIFE LIMITED

INFLEXION PRIVATE EQUITY PARTNERS LLP
as Security Agent

COMPOSITE GUARANTEE AND
DEBENTURE

THIS DEBENTURE IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT DATED ON OR ABOUT THE DATE OF THIS DEBENTURE AND MADE BETWEEN, AMONG OTHERS, CABLECOM BIDCO 2 LIMITED AS PARENT, ARES MANAGEMENT LIMITED AS UNITRACHE ARRANGER, THE ROYAL BANK OF SCOTLAND PLC AS SUPER SENIOR ARRANGER, ARES MANAGEMENT LIMITED AS AGENT AND ARES MANAGEMENT LIMITED AS SECURITY AGENT

This Composite Guarantee and Debenture is subject to the terms of an intercreditor deed

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This Deed is made on

14 December 2017

Between:

- (1) **CableCom Bidco Limited** (registered in England with number 8731763) (**Parent**);
- (2) **The Subsidiaries of the Parent** listed in schedule 1 (The Chargors) (together with the Parent, the **Original Chargors**); and
- (3) **Inflexion Private Equity Partners LLP** (a limited liability partnership registered in England with number OC316601) as Security Agent for the Secured Parties (**Security Agent** which term shall include any person appointed as Security Agent or as an additional trustee in accordance with the terms of the Intercreditor Deed).

WHEREAS:

- A. Certain of the Original Chargors have previously entered into the Existing Debentures and each of them enters into this Deed in connection with the Loan Note Documents.
- B. Pursuant to various deeds of variation, certain amendments have been made to the Loan Note Documents
- C. This Deed has been entered into in connection with the amendments to the Loan Note Documents.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Account has the meaning given to it in clause 4.4(i) (Fixed charges);

Additional Chargor means a company which creates Security over its assets in favour of the Security Agent by executing a Security Deed of Accession;

Blocked Account means each Mandatory Prepayment Account and each Holding Account,

Charged Property means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created by, under or supplemental to, this Deed in favour of the Security Agent;

Chargor means an Original Chargor or an Additional Chargor;

Chattels has the meaning given to it in clause 4.4(d) (Fixed charges);

Collection Account means, in respect of a Chargor, its Account or any of its Accounts specified in schedule 1 (The Chargors) under the heading "Collection Account" or such other Account or Accounts as that Chargor and the Security Agent may agree in writing from time to time;

Debts has the meaning given to it in clause 4.4(g) (Fixed charges);

Declared Default means an Event of Default (as such term is defined in the Loan Note Documents) which has resulted in either:

- (a) an Investor A Loan Noteholder giving notice under clause 9.2 of the Investor Loan Note Instrument;
- (b) an Investor Loan Noteholder giving notice under clause 9.2 of the Investor Loan Note Instrument; or
- (c) a Vendor Loan Noteholder giving notice under clause 9.2 of a Vendor Loan Note Instrument;

Excluded Property means:

- (a) any unregistered lease with a term of less than seven years, or
- (b) any registered lease with a capital value of less than £100,000;

Existing Debentures mean the composite guarantee and debentures dated 7 August 2014 and dated 25 May 2017;

Facilities Agreement means the senior term and revolving facilities agreement between, among others, Cablecom Networking Holdings Limited as the Original Borrower, Cablecom Bidco 2 Limited and others as Original Guarantors, Ares Management Limited as Arranger, the financial institutions listed in part 2 of schedule 1 as Original Lenders and Ares Management Limited as Agent and Security Agent and dated on or around the date of this Deed;

Finance Documents means the Loan Note Documents, this Deed and the Security Trust Deed;

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property owned by the relevant Chargor other than those belonging to any landlord, tenant or occupant other than the relevant Chargor;

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 4.5 (Floating charge);

Insurance Policies means, in respect of a Chargor, all policies of insurance present and future in which it has an interest;

Intercreditor Deed has the meaning given to the term "Intercreditor Agreement" in the Facilities Agreement;

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee;

Investor A Loan Notes means the £5,986,732 12% Loan Notes 2024 created by the Company and constituted by the Investor A Loan Note Instrument;

Investor A Loan Note Instrument means the loan note instrument in agreed form, constituting the Investor A Loan Notes dated 16 December 2016 (as amended);

Investor Loan Note Documents means the Investor A Loan Note Instrument, the Investor A Loan Notes, Investor Loan Note Instrument, the Investor Loan Notes, each Security Document and any other agreement or document which is ancillary or supplemental to any of them;

Investor Loan Note Instrument means the loan note instrument dated 25 October 2013 and constituting the Investor Loan Notes (as amended);

Investor Loan Noteholders has the meaning given to that term in the Security Trust Deed;

Investor Loan Notes means the £26,060,028 12% investor loan notes due 2024 created by the Company and constituted by the Investor Loan Note Instrument;

Loan Note Documents means the Loan Note Instruments, the Loan Notes, each Security Document and any other agreement or document which is ancillary or supplemental to any of them;

Loan Note Instruments means the Investor A Loan Notes, the Investor Loan Note Instrument and the Vendor Loan Note Instruments and "Loan Note Instrument" shall be construed accordingly;

Loan Notes means the Investor A Loan Notes, the Investor Loan Notes and the Vendor Loan Notes and "Loan Note" shall be construed accordingly;

Noteholders means the Investor A Loan Noteholders, the Investor Loan Noteholders and the Vendor Loan Noteholders and "Noteholder" shall be construed accordingly;

Party means a party to this Deed;

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made under any of the foregoing and any other statute or regulation governing or controlling the use or development of land and buildings;

Premises means any building on a Secured Property;

Properties mean the properties listed in schedule 2 (Properties);

Receiver means any receiver, manager or (if permitted by law) administrative receiver appointed by the Security Agent in respect of any Chargor or any of the Charged Property;

Related Rights means, in respect of any Investment or Subsidiary Share:

- (a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise);

(b) all shares, investments or other assets derived from that Investment or Subsidiary Share; and

(c) all rights derived from or incidental to that Investment or Subsidiary Share;

Relevant Agreement means:

(a) the Acquisition Agreement;

(b) each Hedging Agreement; and

(c) each other agreement designated as a Relevant Agreement by the Security Agent and the Parent in writing;

Relevant Policies means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies;

Secured Obligations means, in respect of any Chargor, all monies and liabilities now or after the date of this Deed due, owing or incurred by that Chargor to the Secured Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, in each case due, owing or incurred under any Finance Document except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction;

Secured Parties means the Noteholders and the Security Agent;

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to this Deed;

Security Deed of Accession means a deed in the form set out in schedule 8 (Form of Security Deed of Accession) by which a person will become a party to this Deed as a Chargor;

Security Document has the meaning given to that term in the Security Trust Deed;

Security Period means the period beginning on the date of this Deed and ending on the date on which Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Secured Parties (or any of them) under the Finance Documents (or any of them) have been cancelled;

Security Trust Deed means the security trust deed between, amongst others, the Security Agent and the Parent and dated 7 August 2014;

Senior Agent means the Agent under and as defined in the Facilities Agreement;

Senior Debenture means the debenture entered into on or around the date of this Deed between the Chargors as chargors and Ares Management Limited as security agent;

Senior Discharge Date has the meaning given to it in the Intercreditor Agreement;

Senior Security Agent means the Security Agent under and as defined in the Facilities Agreement;

Subsidiary Shares means, in respect of a Chargor, all shares present and future held by it in its Subsidiaries (including those listed in schedule 3 (Subsidiary Shares));

Vendor Loan Noteholders has the meaning given to that term in the Security Trust Deed;

Vendor Loan Note Instruments means the Vendor 1 Loan Note Instrument and the Vendor 2 Loan Note Instrument;

Vendor Loan Notes means the Vendor 1 Loan Notes and the Vendor 2 Loan Notes;

Vendor 1 Loan Note Instrument means the series 1 loan note instrument dated 25 October 2013 constituting the Vendor 1 Loan Notes (as amended);

Vendor 2 Loan Note Instrument means the series 2 loan note instrument dated 25 October 2013 as amended and restated pursuant to a deed of variation dated 20 May 2016 constituting the Vendor 2 Loan Notes (as amended);

Vendor 1 Loan Notes means the £4,999,988 12% secured vendor series 1 loan notes 2024 created by the Company and constituted by the Vendor 1 Loan Note Instrument; and

Vendor 2 Loan Notes means the £8,701,323 12% secured vendor series 2 loan notes 2024 created by the Company and constituted by the Vendor 2 Loan Note Instrument as amended and restated pursuant to a deed of variation dated 20 May 2016.

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facilities Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (b) In this Deed the term **dispose** includes any sale, lease, licence, transfer or loan.
- (c) Clause 1.2 (Interpretation) of the Facilities Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 Administration

- (a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator *under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.*

1.5 Incorporated terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Intercreditor deed

This Deed is subject to the Intercreditor Deed, which will override this Deed to the extent that there is any inconsistency and in particular but without limitation, the discharge of any Secured Obligations shall not be made except to the extent permitted by the Intercreditor Deed.

1.7 Security Trust Deed

This Deed is a "Security Document" for the purposes of the Security Trust Deed.

1.8 Second Ranking Security

- (a) All Security created under this Deed does not affect any Security created by the Senior Debenture.
- (b) Where this Debenture purports to create a Security interest or right, that Security interest or right will rank subordinate to the equivalent Security interest or right created by the Senior Debenture until such time as that equivalent Security created by the Senior Debenture ceases to have effect. All references in this Deed to "full title guarantee" shall be qualified by reference to the Senior Debenture.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Senior Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Senior Debenture ceases to have effect at a time when this Debenture still has effect.
- (d) Prior to the Senior Discharge Date, no Security interest or right created or purported to be created or granted by this Debenture shall be deemed to be more extensive

than any Security interest or right created or purported to be created or granted by the Senior Debenture.

- (e) This Deed is subject to the terms of the Intercreditor Agreement. The rights of the Security Agent (as trustee for the Secured Parties) and the obligations of the Chargors in respect of this Deed shall be subject in all respects to the provisions of the Intercreditor Agreement.
- (f) Prior to the Senior Discharge Date, the provisions of the Intercreditor Agreement will override this Deed to the extent that there is any inconsistency and, in particular, but without limitation, the payment by the Chargors of any amount shall not be made except to the extent permitted by the Intercreditor Agreement.

2 Covenant to pay

Each Chargor covenants with the Security Agent as Security Agent for the Secured Parties, to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

3 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- 3.1 guarantees to each Secured Party punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;
- 3.2 undertakes with each Secured Party that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- 3.3 agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of an Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.
- 3.4 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

4 Charging provisions

4.1 General

All Security created by a Chargor under clauses 4.2 to 4.5 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) subject to the security created under the Existing Debentures, granted with full title guarantee (subject to any Permitted Security or Permitted Disposal);

- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Property;
- (d) granted in favour of the Security Agent as Security Agent for the Secured Parties; and
- (e) *shall rank behind the Security created under the Senior Debenture in accordance with the Intercreditor Agreement.*

4.2 Legal mortgages

Subject to the security created under the Existing Debentures, each Chargor charges by way of legal mortgage the Properties, and all Premises and Fixtures on each of the Properties.

4.3 Assignments

- (a) Subject to the security created under the Existing Debentures, each Chargor assigns (subject to a proviso for reassignment on redemption):
 - (i) the Relevant Agreements to which it is a party; and
 - (ii) the Relevant Policies to which it is a party.
- (b) Each Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party.
- (c) Notwithstanding the other terms of this clause 4.3, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements and the Relevant Policies.

4.4 Fixed charges

Subject to the security created under the Existing Debentures, each Chargor charges by way of fixed charge:

- (a) other than in respect of any Excluded Property, all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 4.2) and, in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them which, in each case, is required to carry on the business or operations of a Chargor or the business or operations of the Group as a whole, (together **Chattels**) present and

future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the relevant Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Material Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (m) to the extent that any assignment in clause 4.3 is ineffective as an assignment, the assets referred to in that clause.

4.5 Floating charge

Subject to the security created under the Existing Debentures, each Chargor charges by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 4.2, 4.3 or 4.4.

4.6 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

4.7 Conversion of floating charge to a fixed charge

Save as set out in clause 4.9, the Security Agent may at any time by notice in writing to any Chargor convert the floating charge created under clause 4.5 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- (a) a Declared Default has occurred and is continuing; or
- (b) in the reasonable opinion of the Security Agent that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

4.8 Automatic conversion of floating charge to a fixed charge

If (unless permitted in writing by the Security Agent or expressly permitted under the terms of any Finance Document):

- (a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets (other than pursuant to the security created under the Existing Debentures);
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 4.8(c), over all of the Floating Charge Assets.

4.9 Small company moratorium

Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor.

- 4.10 Notwithstanding anything to the contrary contained in this Debenture, the floating charge constituted under Clause 4.5 (Floating charge) shall not be converted (whether with or without notice) into a fixed charge as regards any or all of the assets the subject of the floating charge until the Senior Discharge Date has occurred.

5 Continuing security

- 5.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations.

5.2 Recourse

The Security constituted by this Deed:

- (a) is in addition to any other Security (including, for the avoidance of doubt, the security created under the Existing Debentures) which any Security Party may hold at any time for the Secured Obligations (or any of them), and
- (b) may be enforced without first having recourse to any other rights of any Secured Party.

6 Negative pledge

- 6.1 During the Security Period, no Chargor shall create or permit to subsist any Security over any of its assets (other than the security created under the Existing Debentures).
- 6.2 During the Security Period, no Chargor shall:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 6.3 Clauses 6.1 and 6.2 do not apply to (i) any Security or arrangement which is Permitted Security or (ii) a Permitted Transaction.

7 Restrictions on disposals

- 7.1 During the Security Period, no Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property.
- 7.2 Clause 7.1 does not apply to (i) any Permitted Disposal, (ii) any Permitted Transaction or (iii) a disposal giving effect to a Liabilities Acquisition which is permitted by, and defined under, the Intercreditor Deed.

8 Further assurance

- 8.1 Subject to the Intercreditor Agreement, each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this Deed or by law;
 - (b) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (c) (if a Declared Default has occurred and is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 8.2 Subject to the Intercreditor Agreement, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to this Deed or by law, including, but not limited to, the granting of a power of attorney on the same terms as that set out in clause 14 (Security power of attorney) of this Deed.

- 8.3 Any document required to be executed by a Chargor under this clause 8 will be prepared at the cost of that Chargor (such expense to be reasonably and properly incurred).

9 Land Registry

9.1 Application for restriction

- (a) In relation to any Property (other than Excluded Property) situated in England and Wales title to which is registered or is to be registered at the Land Registry, each Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).
- (b) The Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

10 Notices of assignments and charges

10.1 Relevant Agreements

- (a) Each Chargor which is party to a Relevant Agreement shall give notice substantially in the form specified in part 1 (Form of notice of assignment) of schedule 4 to the other parties to each Relevant Agreement that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Agreement.
- (b) The relevant Chargor shall give the notices referred to in clause 10.1(a):
 - (i) in the case of the Acquisition Agreement and each Hedging Agreement in existence as at the date of this Deed, within 5 Business Days of the date of this Deed; and
 - (ii) in the case of each Relevant Agreement coming into existence or being designated as such after the date of this Deed, on the later of within 5 Business Days of that agreement coming into existence or being designated a Relevant Agreement.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 4.

10.2 Insurance Policies

- (a) Each Chargor which is an insured party under a Relevant Policy shall give notice in substantially the form specified in part 1 (Form of notice of assignment) of schedule 5 to each insurer under each Relevant Policy that the Chargor has assigned to the Security Agent all its right, title and interest in that Relevant Policy.
- (b) The relevant Chargor shall give the notices referred to in clause 10.2(a):
 - (i) in the case of each Relevant Policy subsisting at the date of this Deed, within 5 Business Days of the date of this Deed; and

- (ii) in the case of each Relevant Policy coming into existence after the date of this Deed, within 5 Business Days of that Relevant Policy being put on risk.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 4.
- (d) If the Security Agent receives prior to the occurrence of a Declared Default which is continuing, any sum in respect of a Relevant Policy which represents Excluded Insurance Proceeds because the relevant Chargor is required or otherwise intends to apply such sum towards a purpose specified in the definition of Excluded Insurance Proceeds in clause 10.2 (Disposal, Insurance, Acquisition Proceeds and Excess Cashflow) of the Facilities Agreement, the Security Agent shall, as soon as reasonably practicable following a written request from the relevant Chargor transfer such sum to that Chargor and, at the cost of the relevant Chargor (such costs to be reasonably and properly incurred), take any other action reasonably requested by the Chargor in order to allow that Chargor to apply such sum in accordance with the terms of the Facilities Agreement.

10.3 Blocked Accounts

- (a) Each Chargor holding a Blocked Account shall give notice in substantially the form specified in part 1 (Form of notice of charge) of schedule 6 to the financial institution at which such Blocked Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Blocked Account.
- (b) The relevant Chargor shall give the notices referred to in clause 10.3(a):
 - (i) in the case of a Blocked Account held by that Chargor at the date of this Deed, within 5 Business Days of the date of this Deed; and
 - (ii) in the case of a Blocked Account opened after the date of this Deed, within 5 Business Days of that Blocked Account being opened.
- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 6.

10.4 Charge over accounts

- (a) Each Chargor holding an Account shall give notice in substantially the form specified in part 1 (Form of notice of charge) of schedule 6 to the financial institution at which such Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Account.
- (b) The relevant Chargor will give the notices referred to in clause 10.4(a).
 - (i) in the case of an Account held by that Chargor, within 5 Business Days of the date of this Deed; and
 - (ii) in the case of an Account opened after the date of this Deed, within 5 Business Days of that Account being opened.

- (c) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (Form of acknowledgement) of schedule 6.

10.5 Register of Trade Marks

Each Chargor as registered proprietor hereby appoints during the Security Period the Security Agent as its agent to apply for the particulars of this Deed and the interest of the Secured Parties in any Material Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Chargor, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994. Each Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

11 Undertakings

Each Chargor undertakes to the Security Agent in accordance with this clause 11. The undertakings in this clause 11 shall remain in force during the Security Period.

11.1 Real property

(a) Access

At any time an Event of Default is continuing or the Security Agent reasonably believes (having made due enquiry and having consulted with the Parent) an Event of Default is continuing, it will permit the Security Agent and such person or persons as the Security Agent shall nominate at all reasonable times and on reasonable notice to enter on any part of its Secured Property.

(b) Future acquisitions and legal mortgage

It shall:

- (i) *notify the Security Agent promptly of its intention to acquire any freehold, leasehold or other interest in property including the proposed date of such acquisition (and for the purposes of this clause 11.1(b) the date of exchange of contracts for such an acquisition shall be deemed the date of acquisition);*
- (ii) *at its reasonable cost, execute and deliver to the Security Agent promptly following demand, a legal mortgage (in form and substance satisfactory to the Security Agent and in substantially the same terms as this Deed) in favour of the Security Agent of any freehold or leasehold or other interest in property which becomes vested in it after the date of this Deed;*
- (iii) *obtain any consents required for the Security referred to in this clause 11.1(b); and*
- (iv) *if applicable use its reasonable endeavours to procure that notice of this Deed is noted in the appropriate manner on the title to any Property (other than Excluded Property) which becomes vested in it after the date of this Deed.*

(c) Deposit of title deeds

It shall following request by the Security Agent deposit with the Security Agent all deeds and documents to title relating to its Secured Property, provided that such deeds and documents are in its possession or control (and if not within its possession and/or control and provided that it is entitled to have possession, such Chargor hereby undertakes to use reasonable endeavours to obtain possession of such deeds and documents).

(d) Outgoings

It will promptly pay all rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it.

11.2 Leases

(a) Lease and covenant compliance

It shall:

- (i) perform all the material terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject;
- (ii) properly perform (and indemnify the Security Agent and each Receiver for any breach by it of) any material covenants and stipulations of whatsoever nature affecting any of its Secured Property; and
- (iii) promptly notify the Security Agent of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property.

(b) Landlord's consent

If under the terms of any lease under which it holds an interest in any Secured Property (other than Excluded Property), the Chargor is not permitted to charge its interest in such Secured Property without the consent of the landlord;

- (i) it undertakes promptly to make an application for landlord's consent to the creation of the fixed charge contained in clause 4.4 (Fixed charges) and any charge to be created under clause 8 (Further assurance), shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Security Agent informed of the progress of its negotiations with such landlord;
- (ii) subject to clause 11.2(b)(iii):
 - (A) no breach of clause 26.1 (Authorisations) of the Facilities Agreement nor any other representation in the Finance Documents shall occur by virtue of the Chargor's failure to have obtained such landlord's consent; and

- (B) if the landlord indicates in writing that it proposes to commence, or commences an action of forfeiture of the lease, the Security Agent shall release from such fixed charge, the relevant Chargor's interest in the lease;
 - (iii) clause 11.2(b)(ii) shall only apply where the relevant Chargor has complied with its obligations under clause 11.2(b)(i), but the landlord has not given the consent requested of it; and
 - (iv) upon receipt by the Security Agent of evidence in writing of the consent of the landlord to the creation and existence of the fixed charge over the Chargor's interest in such lease, clause 11.2(b)(ii) shall cease to apply in respect of the relevant Secured Property.
- (c) No variation to lease

It shall not without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) alter or vary or agree to alter or vary the material terms of any lease under which it holds any Secured Property or any lease to which any Secured Property is subject.
- (d) Lease or right to occupy

It will not without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or otherwise on arm's length terms:

 - (i) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property; or
 - (ii) grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it.
- (e) Forfeiture

It shall not do or permit anything which will render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable.

11.3 Subsidiary Shares and Investments

- (a) On the later of 5 Business Days following:
 - (i) the date of this Deed; and
 - (ii) the date of acquisition of those Subsidiary Shares, Investments or Related Rightsit shall:
 - (A) deliver to the Security Agent all certificates of title and other documents of title or evidence of ownership in respect of its Subsidiary Shares or Investments and the Related Rights; and
 - (B) deliver to the Security Agent such transfer documents (with the transferee left blank) or any other documents as the Security Agent may reasonably require

or otherwise request in respect of those Subsidiary Shares, Investments and Related Rights.

- (b) Until any steps are taken to enforce the Security created by or under this Deed, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Subsidiary Shares, Investments and Related Rights.
- (c) It shall not exercise its voting and other rights in respect of its Subsidiary Shares, Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Secured Parties.
- (d) It shall make all payments which may become due and payable in respect of any of its Subsidiary Shares, Investments and Related Rights. If it fails to make any such payments, the Security Agent may but shall not be obliged to make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be repayable by the relevant Chargor to the Security Agent within 5 Business Days of demand and pending such repayment shall constitute part of the Secured Obligations.
- (e) It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Subsidiary Shares, Investments and Related Rights and the Security Agent shall not be required to perform or fulfil any obligation of any Chargor in respect of any Subsidiary Shares, Investments or Related Rights.
- (f) It shall comply with any notice served on it under CA 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Subsidiary Shares, Investments or Related Rights and will promptly provide to the Security Agent a copy of that notice.
- (g) It shall ensure that none of its Subsidiary Shares are converted into uncertificated form without the prior written consent of the Security Agent.
- (h) Immediately on conversion of any of its Subsidiary Shares, Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Subsidiary Shares, Investments or Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as the Security Agent may reasonably require in order to protect or preserve the Security intended to be created by this Deed

11.4 Insurance

It shall, during the Security Period, insure its business and its assets in accordance with clause 26.22 (Insurance) of the Facilities Agreement.

11.5 Book and other debts

- (a) It shall, during the Security Period, collect and realise the Debts in the ordinary course of trading and pay their proceeds into its Collection Account promptly on receipt. It shall hold all such proceeds on trust for the Security Agent pending payment of them into its Collection Account.
- (b) It shall not, except as permitted by the terms of the Facilities Agreement, set off, postpone or release any of the Debts or do or omit to do anything which may delay or

prejudice the full recovery of all Debts without the prior written consent of the Security Agent.

11.6 General

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Secured Parties of the Security created by or under this Deed.

12 Perfection

Until the Senior Discharge Date:

- (a) other than the registrations made at Companies House, the Land Registry or the Trademark Registry (which may only occur 2 Business Days after such registrations are made under or pursuant to the Senior Debenture over the relevant assets and the Senior Security Agent has confirmed that the relevant registrations have been so made), no other registration may be made or notice may be given to perfect any Security without the prior written consent of the Senior Security Agent; and
- (b) notwithstanding anything to the contrary in this Debenture, the Senior Security Agent may enforce its rights under paragraph (a) of this Clause 12 above in accordance with the terms of this paragraph and any applicable legislation including, but not limited to, the Contracts (Rights of Third Parties) Act 1999.

13 Power to remedy

13.1 If a Chargor fails to comply with any of the undertakings set out in clause 11 (Undertakings), it shall allow and irrevocably authorises the Security Agent and/or such persons as it shall nominate to take such action on behalf of that Chargor as shall be reasonably necessary to ensure that it complies with those undertakings.

13.2 If any Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Charged Property, each Chargor shall permit the Security Agent or its agents and contractors:

- (a) to enter on the Secured Property;
- (b) to comply with or object to any notice served on any Chargor relating to the Secured Property or other Charged Property; and
- (c) to take any action the Security Agent may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

13.3 Each Chargor shall within 3 Business Days of demand indemnify the Security Agent against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 12.

14 Security power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 14 provided that such acts were not carried out by the attorney with negligence or in wilful default of the provisions of this Deed.

15 Enforcement of security**15.1 When security is enforceable**

On the occurrence of any Declared Default which is continuing, the Security created by and under this Deed is immediately enforceable.

15.2 Acts of enforcement

The Security Agent may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Charged Property;
- (c) appoint a Receiver to all or any part of the Charged Property;
- (d) appoint an administrator in respect of any Chargor and take any steps to do so;
- (e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of any Chargor.

15.3 Right of appropriation

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Charged Property constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Agent shall have the right on giving prior notice to the relevant Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Charged Property in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Charged Property shall be, in the case of cash, the amount of cash appropriated and, in the case of Subsidiary Shares and Investments, determined by the Security Agent by reference to any available publicly available market price in the absence of which by such other means as the Security Agent (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, each Chargor agrees that any such determination by the Security Agent will constitute a valuation "in a commercially reasonable manner".

15.4 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law

of Property Act 1925, the Security Agent is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.

- (d) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

15.5 Contingencies

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to any Secured Party under the Finance Documents but at a time when amounts may or will become so due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

15.6 Mortgagee in possession - no liability

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

15.7 Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargors (payable to the Security Agent on demand):

- (a) redeem any prior form of Security over any Charged Property; and/or
- (b) *procure the transfer of that Security to itself; and/or*
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

15.8 Subsidiary Shares and Investments – following an Event of Default

- (a) If an Event of Default is continuing, each Chargor shall on request by the Security Agent:
 - (i) deliver to the Security Agent such pre-stamped stock transfer forms or other transfer documents as the Security Agent may require to enable the Security Agent or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Subsidiary Shares, the Investments and/or Related Rights referred to in such request;
 - (ii) provide to the Security Agent certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Agent may reasonably require;
 - (iii) do all things as are necessary to ensure that each such transfer is promptly registered by the relevant company or other entity;

- (iv) procure that, within 5 Business Days of their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Subsidiary Shares, Investments and/or Related Rights, are delivered to the Security Agent in each case showing the registered holder as the Security Agent or its nominee or nominees (as applicable); and
 - (v) exercise all voting rights in respect of its Subsidiary Shares, Investments and Related Rights only in accordance with the reasonable instructions of the Security Agent while an Event of Default is continuing and on the instructions of the Security Agent when a Declared Default has occurred and is continuing.
- (b) At any time while an Event of Default is continuing, the Security Agent may complete any transfer documents held by it in respect of the Subsidiary Shares, the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select.
 - (c) At any time after the Security created by or under this Deed has become enforceable the Security Agent and its nominee or nominees may sell all or any of the Subsidiary Shares, Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine.
 - (d) If any Chargor receives any dividends, distributions or other monies in respect of its Subsidiary Shares, Investments and Related Rights at a time when the Security Agent has made a request under clause 15.8(a) or taken any steps to enforce the Security created by or under this Deed under clause 15.2, the relevant Chargor shall within 3 Business Days pay such sums received directly to the Security Agent for application in accordance with clause 18 (Application of monies) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct.

16 Receiver

16.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this Deed is enforceable, the Security Agent may appoint a Receiver to all or any part of the Charged Property in accordance with clause 15.2(c) (Acts of enforcement).
 - (ii) At any time, if so requested in writing by any Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Charged Property as if the Security Agent had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him (other than defaults arising as a result of the negligence or wilful default of the Receiver) and in no circumstances whatsoever shall the Security Agent be in any way responsible for any misconduct, negligence or default of the Receiver.

- (c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:
 - (i) obtaining a moratorium; or
 - (ii) *anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,*

shall not be grounds for appointment of a Receiver.

16.2 Removal

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

16.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 16.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of a Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of any Chargor:
 - (A) do all other acts and things which he may consider expedient for realising any Charged Property; and
 - (B) exercise in relation to any Charged Property all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Charged Property, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) Carry on business

A Receiver may carry on the business of any relevant Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

(d) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any relevant Chargor or relating in any way to any Charged Property.

(e) Delegation

A Receiver may delegate his powers in accordance with clause 17 (Delegation).

(f) Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of the relevant Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the relevant Chargor.

(g) Leases

A Receiver may let any Charged Property for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

(h) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the relevant Chargor in relation to any Charged Property as he considers expedient.

(i) Possession

A Receiver may take immediate possession of, get in and collect any Charged Property.

(j) Protection of assets

A Receiver may, in each case as he may think fit:

- (i) make and effect all repairs and insurances and do all other acts which the relevant Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Charged Property;

- (ii) commence and/or complete any building operations on the Secured Property or other Charged Property; and
- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

(k) Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Charged Property.

(l) Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Charged Property by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

(m) Subsidiaries

A Receiver may form a Subsidiary of the relevant Chargor and transfer to that Subsidiary any Charged Property.

(n) Deal with Charged Property

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) Voting rights

A Receiver may exercise all voting and other rights attaching to the Investments, Subsidiary Shares, Related Rights, and stocks, shares and other securities owned by that Chargor and comprised in the Charged Property in such manner as he may think fit.

(p) Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall

(subject to any manifest error) be conclusive and binding on that Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) Acquire land

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) Development

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property.

(s) Landlord's obligations

A Receiver may on behalf of a Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) Uncalled capital

A Receiver may make calls conditionally or unconditionally on the members of any relevant Chargor in respect of uncalled capital.

(u) Incidental matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of the relevant Chargor for all the purposes set out in this clause 16.

16.4 Remuneration

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it.

17 Delegation

17.1 The Security Agent and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent and Receiver (as appropriate) may think fit.

17.2 The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

18 Application of monies

- 18.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 18.2 All monies received by the Security Agent or any Receiver under this Deed shall be applied in accordance with the terms of the Intercreditor Deed.
- 18.3 The Security Agent and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

19 Remedies and waivers

- 19.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, 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 not exclusive of any rights or remedies provided by law.
- 19.2 A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

20 Protection of third parties

- 20.1 No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents has an obligation to enquire of the Security Agent, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Security Agent or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or Security Agent.
- 20.2 The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.
- 20.3 In clauses 20.1 and 20.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property or any of them.

21 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by any Secured Party.

22 Settlements conditional

- 22.1 If the Security Agent (acting reasonably) believes that any amount paid by a Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- 22.2 Any settlement, discharge or release between a Chargor and any Secured Party shall be conditional upon no Security or payment to or for that Secured Party by that Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

23 Subsequent Security

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

24 Effectiveness of Security and Guarantee***Continuing Security and Guarantee***

- 24.1 The security and guarantee constituted by this Deed shall remain in full force and effect as a continuing security and guarantee for the Secured Obligations, unless and until discharged by the Security Agent, and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 24.2 The security constituted by this Deed and all rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Agent or any other Secured Parties for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

Reinstatement

- 24.3 If any discharge, release or arrangement is made by the Security Agent or any other Secured Parties in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 24.4 The Security Agent may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Waiver of defences

- 24.5 The obligations of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 22.5, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Parties) including:
- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
 - (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
 - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor 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;
 - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
 - (g) any insolvency or similar proceedings.

Chargor Intent

- 24.6 Without prejudice to the generality of Clause 22.5 (Waiver of defences), each Chargor expressly confirms that it intends that the guarantee given under 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: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made, carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

Immediate recourse

- 24.7 Each Chargor waives any right it may have of first requiring any Secured Parties (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Deferral of Chargor's rights

- 24.8 Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents 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 a Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor'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 Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Parties;
- (d) to bring legal or other proceedings for an order requiring any Chargor 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 any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with any Secured Parties.
- (g) If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with the Finance Documents.

25 Set-off

A Secured Parties may, set off any matured obligation due from a Chargor under the Finance Documents (to the extent beneficially owned by that Secured Parties) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

26 Notices

Any communication under this Deed or any other Security or Finance Document created by or under this Deed, shall be made and given in accordance with the address, fax number or department or officer as any Chargor may notify to the Security Agent (or the Security Agent may notify to the Chargors, if a charge is made by the Security Agent) or, in the absence of such notice, its registered office.

27 Invalidity

Clause 38 (Partial invalidity) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

28 Assignment

Each Secured Party may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

29 Releases

Upon the expiry of the Security Period, the Security Agent shall promptly at the request and cost of the Chargors, take whatever action is necessary to release and reassign to each relevant Chargor:

- (a) its rights arising under this Deed;
- (b) the Charged Property from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed and execute and deliver such further deeds and documents as the Chargor may reasonably require in order to give effect to this clause (including, without limitation, any filings required to be made in order to remove the restriction referred to at clause 8.1(a) of this Deed)..

30 Currency clauses

30.1 Clause 34.9 (Currency of account) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors.

30.2 If a payment is made to the Security Agent under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall.

31 Certificates and determinations

Clause 37.2 (Certificates and determinations) of the Facilities Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

32 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

33 Governing law

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

34 Enforcement

34.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (**Dispute**).
- (b) 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.
- (c) This clause 34 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Chargors

Name		Jurisdiction of incorporation	Registered number	Collection Account
Cablecom Limited	Bidco	England	08731763	N/A
Cablecom Networking Holdings Limited		England	06226364	National Westminster Bank plc Account Number: 60048913 Sort code: 60-14-49
Cablecom Networking Limited		England	03188615	National Westminster Bank plc Account Number: 41476654 Sort code: 60-14-49
Cablecom Bidco 2 Limited		England	09133143	N/A
Glide 2 Limited		England	07258459	National Westminster Bank plc Account Number: 60199083 Sort code: 60-14-49
Glide Utilities Limited		England	06194523	National Westminster Bank plc Account Number: 60198591 Sort code: 60-14-49
WarwickNet Limited		England	06489468	HSBC Bank plc Account Number: 23934535 Sort code: 40-18-17
CampusLife Limited		England	06455765	National Westminster Bank plc Account Number: 475784205 Sort code: 60-60-05

Schedule 2

Properties

Registered Land

None

Unregistered Land

None

Schedule 3

Subsidiary Shares

Chargor	Name and registered number of Subsidiary	Number and class of shares
CableCom Bidco Limited	CableCom Bidco 2 Limited (9133143)	101 ordinary shares
CableCom Bidco 2 Limited	CableCom Networking Holdings Limited (6226364)	190,823,051 ordinary shares
CableCom Networking Holdings Limited	CableCom Networking Limited (3188615)	12,518 ordinary shares
CableCom Networking Limited	WarwickNet Limited (06489468)	30,909 ordinary shares
CableCom Networking Limited	Glide 2 Limited (07258459)	45,859 A ordinary shares 41,900 B ordinary shares
CableCom Networking Limited	Campuslife Limited (06455765)	102 A ordinary shares 18 B ordinary shares
Glide 2 Limited	Glide Utilities Limited (06194523)	660 A ordinary shares 540 B ordinary shares

Schedule 4

Relevant Agreements

Part 1- Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The agreement described in the attached schedule (Agreement)

We hereby notify you that we have assigned to [] (**Security Agent**) as Security Agent for itself and certain financial institutions all our right, title and interest in and to the Agreement.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent that a Declared Default has occurred and is continuing:

- 1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Security Agent relating to the Agreement and any rights under or in connection with the Agreement; and
- 2 to pay all sums payable by you under the Agreement directly to the Security Agent at:

Bank: ♦
Account number: ♦
Sort code: ♦

or such other account as the Security Agent may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....
for and on behalf of
♦ Limited

Schedule

Date	Parties	Description
♦	♦	♦

[Attach form of acknowledgment]

Part 2- Form of acknowledgement

To: [♦] Limited
[address]

To: [name of Chargor] (Chargor)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement;
- (b) we shall act in accordance with the Notice;
- (c) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;
- (d) as at the date of this acknowledgement, we are not aware of any breach by the Chargor of the terms of the Agreement; and

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

For and on behalf of
♦

Schedule 5

Relevant Policies

Part 1- Form of notice of assignment

To: [insurer]

Dated: ♦

Dear Sirs

The insurance policies described in the attached schedule (Relevant Policies)

We hereby notify you that we have assigned to [♦] (**Security Agent**) as Security Agent for itself and certain financial institutions all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you upon receipt of a notice from the Security Agent that a Declared Default has occurred and is continuing:

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....
for and on behalf of

♦ Limited

Schedule

Date of policy	Insured	Policy type	Policy number
♦	♦	♦	♦

[Attach form of acknowledgment]

Part 2- Form of acknowledgement

To: [♦]
[address]

To: [name of Chargor] (Chargor)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (Notice) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- (b) we have noted the Security Agent's interest as mortgagee and first loss payee on each Relevant Policy;
- (c) we shall act in accordance with the Notice;
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- (e) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

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

For and on behalf of
[insurance company]

Schedule 6

Blocked Accounts

Part 1- Form of notice of charge

To: *[insert name and address of account holding institution]*

Dated: ♦

Dear Sirs

Account number: ♦ **(Blocked Account)**

Sort code: ♦

Account holder: ♦ **Limited**

We hereby notify you that we have charged by way of fixed charge to Inflexion Private Equity Partners LLP (**Security Agent**) as Security Agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Blocked Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Blocked Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- 2 to disclose to the Security Agent such information relating to us and the Blocked Account as the Security Agent may from time to time request you to provide.

We also advise you that:

- (a) we may not withdraw any monies from the Blocked Account without first having obtained the prior written consent of the Security Agent; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

.....
for and on behalf of
♦ **Limited**

[Attach form of acknowledgment]

Part 2- Form of acknowledgement¹

To: [♦]
[address]

To: [name of Chargor] (Chargor)
[address]

Dated: ♦

We acknowledge receipt of the notice of charge (Notice) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge over the Chargor's interest in the Blocked Account in favour of any other person; and
- (c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Blocked Account.

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

For and on behalf of
[account holding institution]

¹ [HSBC to confirm it will sign this].

Schedule 7

Accounts

Part 1- Form of notice of charge

To: *[insert name and address of account holding institution]*

Account number: ♦ (Account)

Sort code: ♦

Account holder: ♦ Limited

We hereby notify you that we have charged by way of fixed charge to Inflexion Private Equity Partners LLP (**Security Agent**) as Security Agent for itself and certain financial institutions all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
- 2 to disclose to the Security Agent such information relating to us and the Account as the Security Agent may from time to time request you to provide.

By countersigning this notice, the Security Agent authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until:

- (a) you receive a notice in writing from the Security Agent confirming that a Declared Default has occurred and is continuing;
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first).

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

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

Yours faithfully

for and on behalf of ♦ Limited

Countersigned for and on behalf of
the Security Agent:

[Attach form of acknowledgment]

Part 2- Form of acknowledgement

To: [♦]
[address]

To: [name of Chargor] (Chargor)
[address]

Dated: ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person; and
- (c) we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

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

For and on behalf of
[account holding institution]

Schedule 8

Form of Security Deed of Accession

This Deed is made on ♦

Between

- (1) ♦ (registered in England with number ♦ for itself and for the Chargors (**Parent**);
- (2) ♦ (registered in England with number ♦ (**Acceding Chargor**); and
- (3) [♦] as Security Agent for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated ♦ between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) [The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed].

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor deed) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

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

2.2 Covenant to pay

The Acceding Chargor covenants with the Security Agent as Security Agent for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as Security Agent for the Secured Parties.

2.4 Legal mortgages

The Acceding Chargor charges by way of legal mortgage the properties described in schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) The Acceding Chargor assigns:
 - (i) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) [Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.]

2.6 Fixed charges

The Acceding Chargor charges by way of fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 Floating charge

The Acceding Chargor charges by way of floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take

any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

The Acceding Chargor confirms that its address details for notices in relation to clause 26 (Notices) of the Debenture are as follows:

Address: ♦

Facsimile: ♦

Attention: ♦

6 Counterparts

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

7 Governing law and jurisdiction

Clause ♦ of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

Schedule 2

Subsidiary Shares

Schedule 3

Relevant Agreements

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by)
 ♦ Limited) Director
 acting by two directors or by a director and)
 its secretary)
) Director/Secretary

Acceding Chargor

Executed as a deed by)
 ♦ Limited) Director
 acting by two directors or by a director and)
 its secretary)
) Director/Secretary

Security Agent

Executed as a deed)
 by ♦)
 as duly authorised attorney)
 for and on behalf of ♦)
 in the presence of:)

Witness

Signature

Name

Address

.....

SIGNATURES TO THE GUARANTEE AND DEBENTURE

Parent

Executed as a deed by

CableCom Bidco Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name

MICHAEL FREEDMAN

Address

Chargors

Executed as a deed by

CableCom Bidco Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name

MICHAEL FREEDMAN

Address

Executed as a deed by

CableCom Bidco 2 Limited

acting by a director in the presence of

)

)

)

Director

Signature of witness

Name

MICHAEL FREEDMAN

Address

Executed as a deed by)
CableCom Networking Holdings Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Executed as a deed by)
CableCom Networking Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Executed as a deed by)
Glide 2 Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Executed as a deed by)
Glide Utilities Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Executed as a deed by)
WarwickNet Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Executed as a deed by)
CampusLife Limited)
acting by a director in the presence of) Director

Signature of witness

Name MICHAEL FREEDMAN

Address

Security Agent

Executed as a deed)
by **Inflexion Private Equity Partners LLP**)
acting by a member in the presence of) Member

Witness

Signature

Name

Address