



Registration of a Charge

Company name: **PFG HOLDINGS LIMITED**

Company number: **06420555**



X6DB8N1K

Received for Electronic Filing: **21/08/2017**

Details of Charge

Date of creation: **15/08/2017**

Charge code: **0642 0555 0008**

Persons entitled: **INVESTEC BANK PLC**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

TAYLOR WESSING LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6420555

Charge code: 0642 0555 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2017 and created by PFG HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2017 .

Given at Companies House, Cardiff on 23rd August 2017

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



Companies House



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

DATED

15 August

2017

T.C.L. HOLDINGS (MIDCO) LIMITED
and
THE COMPANIES LISTED HEREIN
as Initial Chargors

and

INVESTEC BANK PLC
as Lender

FIFTH SUPPLEMENTAL COMPOSITE DEBENTURE

EXECUTION

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

Index

Clause No.	Page No.
1. Definitions and Interpretation	1
2. Undertaking to Pay	7
3. Fixed Security	7
4. Floating Security	9
5. Notices of Assignment	9
6. Debts	10
7. Group Shares and Investments	11
8. Representations	12
9. Negative Undertakings	13
10. Undertakings relating to the Charged Property	13
11. Enforcement of Security	14
12. Powers of Receiver and Lender	15
13. Exclusion of Liability	16
14. Application of Proceeds	17
15. Protection of Persons Dealing with Lender or Receiver	18
16. Notice of Subsequent Charge	18
17. Further Assurance	18
18. Power of Attorney by Chargors	19
19. Discharge of Security	19
20. Redemption	19
21. Default Interest	20
22. Notices	20
23. Changes to the parties	21
24. Tax	21
25. Set-off	22
26. Miscellaneous	22
27. Law	23
28. Jurisdiction	24
 SCHEDULE 1	 25
SCHEDULE 2	26
SCHEDULE 3	33
SCHEDULE 4	35
SCHEDULE 5	37
SCHEDULE 6	38

SCHEDULE 7.....	39
SCHEDULE 8.....	40
SCHEDULE 9.....	41
SCHEDULE 10.....	42
SCHEDULE 11.....	45
SCHEDULE 12.....	47
SCHEDULE 13.....	50

THIS DEBENTURE is made on 15 August 2017

BETWEEN

- (1) **T.C.L. HOLDINGS (MIDCO) LIMITED**, a company incorporated in England and Wales (Company Number: 08999061) and whose registered office is at Fern Court, Derby Road, Denby, Ripley, Derbyshire DE5 8LG (the "**Company**");
- (2) **THE COMPANIES LISTED IN schedule 1** (each an "**Initial Chargor**" and together the "**Initial Chargors**"); and
- (3) **INVESTEC BANK PLC**, a company incorporated in England and Wales (Company Number: 00489604) and whose registered office is at 2 Gresham Street, London, EC2V 7QP, United Kingdom (the "**Lender**").

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

In this deed, "**Acquisition**", "**Burleys Acquisition**", "**Default**", "**Delegate**", "**Event of Default**", "**Finance Documents**", "**Obligor**", "**Permitted Acquisition**", "**Permitted Security**", "**Receiver**", "**Reports**", "**Secured Parties**", "**Security**", "**Subscription**", "**Subsidiary**", "**Tax**" and "**VAT**" have the meanings given to them in clause 1.1 (Definitions) of the Agreement and:

"**Accounts**" means:

- (a) the accounts of the Chargors specified in schedule 3 or in schedule 4 to any Accession Deed; and
- (b) all other present and future accounts of a Chargor with any bank (including the Lender), financial institution or other person;

"**Account Bank**" means each bank with which an Account is held;

"**Accession Deed**" means a deed substantially in the form set out in schedule 2 with such amendments as the Lender may approve or require;

"**Administrator**" means any one or more persons appointed as an administrator of a Chargor by the Lender under paragraph 14 of schedule B1 to the Insolvency Act;

"**Agreement**" means the senior facilities agreement dated 6 May 2014 made between the Company, the Initial Chargors and the Lender in respect of term and revolving loan facilities provided by the Lender to the borrowers thereunder of up to £19,944,000, as amended by a side letter dated 24 December 2014 and as amended and restated by the first amendment and restatement deed dated 30 November 2015 and as amended and restated by the second amendment and restatement deed dated 30 June 2016 and as amended and restated by the third amendment and restated deed dated 12 August 2016 and as amended by a deed of amendment and waiver dated 14 June 2017 and as further amended and restated pursuant to an amendment and restatement deed dated on or around the date of this deed made between, amongst others, the Company and the Lender;

"Assigned Agreement" means each agreement described in schedule 7 or in schedule 5 to any Accession Deed;

"Charged Property" means, in relation to a Chargor, all assets mortgaged, charged or assigned by such Chargor by this deed or any Accession Deed;

"Chargors" means the Initial Chargors and any company or other entity which accedes to the terms of this deed pursuant to the terms of a duly executed Accession Deed (each a **"Chargor"**);

"Debts" means all book and other debts and rights to money and income (other than Rental Income, any rights assigned under clause 3(d) or 3(e), any Dividends and any Related Rights) liquidated and unliquidated due or owing to a Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Default Rate" means the interest rate provided for in clause 10.3 (Default interest) of the Agreement;

"Dividends" means all dividends, interest and other money payable in respect of the Group Shares and Investments;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Group Shares" means, in relation to a Chargor, all the shares specified opposite that Chargor's name in schedule 4 or in schedule 3 to any Accession Deed and any offer, right or benefit in respect of any such shares other than Dividends;

"Insolvency Act" means the Insolvency Act 1986;

"Insurances" means:

- (a) each policy of insurance specified in schedule 8 or in schedule 6 to any Accession Deed; and
- (b) all other present and future contracts or policies of insurance (including life assurance policies) taken out by a Chargor or in which a Chargor from time to time has an interest,

excluding, in each case, contracts and policies of insurance which relate to liabilities of third parties;

"Insurers" means the insurance companies which have provided the Insurances to a Chargor;

"Intellectual Property" means:

- (a) each right in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property specified in schedule 9 or in schedule 7 to any Accession Deed; and
- (b) all present and future rights of a Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any:

- (a) stock, share, bond or any form of loan capital of or in any legal entity excluding the Group Shares;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends;

"Lease" includes any underlease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them including any guarantee and any agreement to enter into any of them, in each case in relation to the Real Property or any part thereof and the expression tenant will be construed accordingly;

"LPA" means the Law of Property Act 1925;

"Plant and Equipment" means:

- (a) each chattel specified in schedule 6 or in schedule 2 to any Accession Deed; and
- (b) any other fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;

"Property" means each property described in schedule 5 or in schedule 1 to any Accession Deed (together the **"Properties"**);

"PSC Enforcement Notice" means in the case of a PSC Entity that is a company a warning notice or restriction notice (each as defined in Schedule B1 paragraph 1(2) of the Companies Act 2006) or in the case of a PSC Entity that is a limited liability partnership a warning or restriction notice as so defined in that Schedule as applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009;

"PSC Entity" means any company or other entity the shares or other interests in which form part of the Charged Property;

"PSC Information Request" means in the case of a PSC Entity that is a company a notice issued under s790D (2) or (5) of the Companies Act 2006 or in the case of a PSC Entity that is a limited liability partnership a notice issued under those sections of that Act as modified and applied to limited liability partnerships by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009;

"Real Property" means:

- (a) any freehold, leasehold or immoveable property (including the Property);
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property;

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to the relevant Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement;

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of such Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease;
- (i) any tenant contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by that Chargor; and

"Secured Liabilities" means all obligations of each Chargor owed or expressed to be owed to the Lender under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity.

1.2 Interpretation

- (a) This deed is a Finance Document (as that term is defined in the Agreement).
- (b) In this deed, unless a contrary indication appears:
 - (i) an Event of Default is **"continuing"** if it has not been waived;
 - (ii) capitalised terms defined in the Agreement have, unless expressly defined in this deed, the same meaning in this deed;
 - (iii) the provisions of clause 1.2 (Construction) of the Agreement shall apply to this deed as though they were set out in full in this deed;
 - (iv) **"obligations"** means obligations and liabilities;
 - (v) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;

- (vi) any reference to "**powers**" includes rights, powers, discretions and authorities; and
- (vii) any reference to any asset includes any proceeds of sale of any such asset.

1.3 *Construction of charging clause*

- (a) Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.
- (b) The Lender confirms that should any of the security interests created in clause 3 (Fixed Security) breach the terms of any lease under which any Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any of the Chargors in any other Finance Document. The Lender further confirms that if there is any material risk that any lessor of such a leasehold property will take proceedings for forfeiture of a lease on the grounds that its consent had not been obtained to the creation of a charge over that leasehold interest in this deed, the Lender will (at the cost of such Chargor) promptly release the security constituted by this deed over that lease.

1.4 *Priority with security created pursuant to the existing Transaction Security Documents*

- (a) Where this deed purports to create first fixed Security over an asset which is subject to first fixed Security or second fixed Security or third fixed Security or fourth fixed Security (as the case may be) under any Transaction Security Document which pre-dates the date of this deed, that Security under this deed will be:
 - (i) in the case of any assets of the Chargors which are subject to first fixed Security, second fixed Security, third fixed Security, fourth fixed Security and fifth fixed Security, sixth ranking Security ranking subject to the equivalent Security created under any such Transaction Security Document until such time as the Security created by any such Transaction Security Document ceases to have effect, in which case:
 - (A) if only one of the first ranking, second ranking, third ranking, fourth ranking or fifth ranking Transaction Security Documents has ceased to have effect, the Security under this deed will be fifth ranking;
 - (B) if any two of the first ranking, second ranking, third ranking, fourth ranking or fifth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be fourth ranking;
 - (C) if any three of the first ranking, second ranking, third ranking, fourth ranking or fifth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be third ranking;
 - (D) if any four of the first ranking, second ranking, third ranking, fourth ranking or fifth ranking Transaction Security Documents

have ceased to have effect, the Security under this deed will be second ranking; and

- (E) if each of the first ranking, second ranking, third ranking, fourth ranking and fifth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be first ranking;

- (ii) in the case of any assets of the Chargors which are subject to first fixed Security, second fixed Security, third fixed Security and fourth fixed Security, fifth ranking Security ranking subject to the equivalent Security created under any such Transaction Security Document until such time as the Security created by any such Transaction Security Document ceases to have effect, in which case:

- (A) if only one of the first ranking, second ranking, third ranking or fourth ranking Transaction Security Documents has ceased to have effect, the Security under this deed will be fourth ranking; or
- (B) if any two of the first ranking, second ranking, third ranking or fourth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be third ranking; or
- (C) if any three of the first ranking, second ranking, third ranking or fourth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be second ranking
- (D) if each of the first ranking, second ranking, third ranking and fourth ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be first ranking;

- (iii) in the case of any assets of the Chargors which are subject to first fixed Security, second fixed Security and third fixed Security, fourth ranking Security ranking subject to the equivalent Security created under any such Transaction Security Document until such time as the Security created by any such Transaction Security Document ceases to have effect, in which case:

- (A) if only one of the first ranking, second ranking or third ranking Transaction Security Documents has ceased to have effect, the Security under this deed will be third ranking; or
- (B) if any two of the first ranking, second ranking or third ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be second ranking; or
- (C) if each of the first ranking, second ranking or third ranking Transaction Security Documents have ceased to have effect, the Security under this deed will be first ranking;

- (iv) in the case of any assets of the Chargors which are subject to first fixed Security and second fixed Security, third ranking Security ranking subject to the equivalent Security created under any Transaction Security Document until such time as the Security created by any such Transaction Security Document ceases to have effect, in which case:

- (A) if only one of the first ranking or second ranking Transaction Security Documents ceases to have effect, the Security under this deed will be second ranking; or
- (B) if each of the first ranking and second ranking Transaction Security Documents ceases to have effect, the Security under this deed will be first ranking; and
- (v) in the case of any assets of the Chargors which are subject to first fixed Security, second ranking Security ranking subject to the equivalent Security created under any Transaction Security Document until such time as the Security created by any such Transaction Security Document ceases to have effect, in which case the Security under this deed will be first ranking.
- (b) Where a right or asset has been assigned (subject to a proviso for reassignment on redemption) under any Transaction Security Document which pre-dates the date of this deed and the same asset or right is expressed to be assigned under this deed, that second, third, fourth or fifth assignment (as the case may be) will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interests created by all such Transaction Security Documents cease to have effect at a time when this deed still has effect.

1.5 *Incorporation*

This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. **Undertaking to Pay**

Each Chargor undertakes with the Lender to pay the Secured Liabilities to the Lender when due.

3. **Fixed Security**

As continuing security for the payment of the Secured Liabilities each Chargor with full title guarantee:

- (a) charges to the Lender by way of legal mortgage all Real Property owned by such Chargor at the date of this deed including each Property listed in schedule 5 opposite such Chargor's name;
- (b) charges to the Lender by way of equitable mortgage any Real Property acquired by such Chargor after the date of this deed;
- (c) assigns to the Lender by way of fixed security its rights and interest in all present or future Rental Income and all other sums or monies derived from any Real Property;
- (d) assigns to the Lender by way of fixed security its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, any Real Property;

- (e) assigns to the Lender by way of fixed security its rights and interest in any claim against any provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of any Real Property,
- (f) assigns to the Lender by way of fixed security its rights and interest in:
 - (i) any present or future right to occupy any Real Property under licence;
 - (ii) any present or future contract for the purchase of any Real Property and any Related Rights;
- (g) assigns to the Lender by way of equitable mortgage its rights and interest in:
 - (i) the Group Shares;
 - (ii) any present or future Dividends in respect of the Group Shares;
- (h) assigns to the Lender by way of equitable mortgage its rights and interest in:
 - (i) any present or future Investments;
 - (ii) any present or future Dividends in respect of any such Investments;
- (i) charges to the Lender by way of fixed charge its rights and interest in:
 - (i) any Plant and Equipment;
 - (ii) its present or future goodwill and uncalled capital;
 - (iii) any present or future Debts owing to such Chorgor;
 - (iv) any money now or at any time after the date of this deed standing to the credit of any Account;
 - (v) any present or future Intellectual Property;
- (j) charges to the Lender by way of fixed charge its rights and interest in any money now or at any time after the date of this deed standing to the credit of the Accounts;
- (k) charges to the Lender by way of fixed charge its rights and interest in the Insurances and any Related Rights;
- (l) assigns to the Lender by way of fixed security its rights and interest in any Assigned Agreement and any Related Rights to the extent capable of assignment without infringing any provision of such agreement and if the terms of any Assigned Agreement require the consent of any party to such agreement to the assignment to the Lender which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained;
- (m) to the extent that any Assigned Agreement is not capable of assignment without infringing any provision of such agreement but is capable of being charged, charges to the Lender by way of fixed security its rights and interest in such agreement and any Related Rights;

- (n) to the extent that any Assigned Agreement is not capable of assignment or charge without infringing any provision of such agreement, charges to the Lender the proceeds of any Related Rights in respect of such agreement; and
- (o) assigns to the Lender by way of fixed security its rights and interests in any claim against the providers of the Reports or the provider of any other due diligence report in connection with the Acquisition, the Subscription, the Burleys Acquisition or any other Permitted Acquisition.

4. Floating Security

4.1 Floating charge

As continuing security for the payment of the Secured Liabilities each Chargor charges to the Lender by way of floating charge with full title guarantee the whole of its present or future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security).

4.2 Conversion

Subject to clause 4.3 (Moratorium under Insolvency Act), the Lender may at any time by written notice to a Chargor convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if:

- (a) an Event of Default has occurred; or
- (b) in the opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of such Chargor.

4.3 Moratorium under Insolvency Act

The Lender shall not be entitled to convert the floating charge created by clause 4.1 (Floating charge) into a fixed charge as a result only of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act.

4.4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.1 (Floating charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

5. Notices of Assignment

5.1 Notice of assignment of Rental Income and acknowledgement

Each Chargor shall, if required by the Lender, give notice of assignment of the Rental Income in the form set out in part 1 of schedule 10 to each tenant of a Property and shall use its reasonable endeavours to procure that each such tenant executes and delivers to the Lender an acknowledgement of such notice in the form set out in part 2 of schedule 10.

5.2 *Notice of charge of Accounts*

Each Chargor shall give notice of the charge of each of the Accounts in the form set out in part 1 of schedule 11 to the Account Bank (if not the Lender) and shall use its reasonable endeavours to procure that the Account Bank executes and delivers to the Lender an acknowledgement of such notice in the form set out in part 2 of schedule 11.

5.3 *Notice of assignment of Insurances*

Each Chargor shall give notice of the charge of each of the Insurances in the form set out in part 1 of schedule 12 to the relevant Insurer and shall use its reasonable endeavours to procure that such Insurer executes and delivers to the Lender an acknowledgement of such notice in the form set out in part 2 of schedule 12.

5.4 *Notice of assignment of agreements*

- (a) Each Chargor shall give notice of the assignment of any agreement assigned to the Lender under 3 (Fixed Security) in the form set out in part 1 of schedule 13 to the other party or parties to such agreement and shall use its reasonable endeavours to procure that such party or parties executes and delivers to the Lender an acknowledgement of such notice in the form set out in part 2 of schedule 13.
- (b) Where a counterparty to an agreement described in schedule 7 is a Chargor, that Chargor hereby acknowledges receipt of notice of assignment in the form set out in part 1 of Schedule 13 on the terms set out in Part 2 of Schedule 13.

5.5 *Lender may give notice*

Nothing in this clause 5 shall prevent the Lender from giving any notice of assignment or charge it considers necessary or desirable (acting reasonably) in relation to the Security created over any Charged Property.

6. **Debts**

Each Chargor shall (if required by the Lender at any time):

- (a) use its best endeavours (having regard exclusively to the interests of the Lender) to realise the Debts and not give any release or waiver or do anything which may prejudice the collection and recovery of any of the Debts;
- (b) from time to time if required by the Lender provide the Lender with the names and addresses of the debtors of such Chargor and the amount of the Debts owing from each of them and such other information relating to the Debts as the Lender may require;
- (c) pay the proceeds of realisation of any Debt into an Account and not withdraw any money from an Account without first obtaining the consent in writing of the Lender; and
- (d) permit the Account Bank (if not the Lender) to disclose to the Lender from time to time upon request full details of all such Chargor's accounts with such bank and any other information relating to such Chargor held by such bank.

7. Group Shares and Investments

7.1 *Deposit of certificates*

Each Chargor shall deposit with the Lender:

- (a) on or before the date of this deed, the certificates or other documents of title to each Group Share and Investment owned by such Chargor on such date;
- (b) on the date of the acquisition of any Group Share or Investment acquired by such Chargor after the date of this deed or on the withdrawal of any Group Share or Investment owned by such Chargor from any clearance system, the certificates or other documents of title to each such Investment;
- (c) together with the certificates or other documents of title referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such Group Share or Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

7.2 *Payment of money due*

Each Chargor shall promptly pay all money which may from time to time be due in respect of any Group Share or Investment forming part of the Charged Property.

7.3 *Nominees*

If any Group Share or Investment forming part of the Charged Property is registered in the name of a nominee the relevant Chargor shall on demand provide to the Lender an equitable mortgage over such Group Share or Investment or power of attorney or acknowledgement of the rights created by this deed over such Group Share or Investment in favour of the Lender in such terms as the Lender may require duly executed by or on behalf of such nominee.

7.4 *Completion of transfers*

The Lender may at any time whilst a Default is continuing complete any transfers of any Group Share or Investment delivered to it under clause 7.1(c) in favour of itself or any nominee for it as transferee and may present the same for registration.

7.5 *Dividends and voting rights before Event of Default*

Each Chargor shall be entitled to exercise each of the following rights until this deed becomes enforceable and the Lender gives notice of its intention to exercise any of such rights:

- (a) to receive all Dividends in respect of any Group Share or Investment free from the security created by this deed; and
- (b) to exercise all voting rights attached to any Group Share or Investment and if the Lender is registered as the holder of any such Group Share or Investment it will exercise all voting rights attached to it as directed by such Chargor.

7.6 *Dividends and voting rights after Event of Default*

The Lender shall be entitled to exercise each of the following rights at any time after this deed becomes enforceable and the Lender gives a Chargor notice of its intention to exercise such right itself:

- (a) to receive all Dividends and apply them in reduction of the Secured Liabilities whether or not any Group Share or Investment is registered in the name of the Lender or any nominee for the Lender or in the name of such Chargor or any nominee for such Chargor;
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Group Share or Investment registered in the name of the Lender or any nominee for the Lender for the purpose only of preserving the value of such Group Share or Investment or realising the security over such Investment created by this deed; and
- (c) to require such Chargor to exercise any voting rights attached to any Group Share or Investment registered in the name of such Chargor or any nominee for such Chargor as directed by the Lender for the purpose mentioned in paragraph (b) above.

7.7 *Lender may give up voting rights*

The Lender may at any time by giving notice to a Chargor give up any right it may have under clause 7.6(b) or clause 7.6(c) in relation to any of the Group Shares or Investments specified in such notice (the "**Notified Shares**") whereupon such Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents.

7.8 *Dematerialisation*

Each Chargor must promptly take all action required for the rematerialisation of any Group Share or Investment forming part of the Charged Property held in dematerialised form in a clearance system.

8. Representations

8.1 *Duration and Scope*

Each Chargor makes the following representations and warranties to the Lender on the date of this deed:

- (a) no PSC Information Request has been issued to any Chargor in respect of any PSC Entity other than any PSC Information Request with which the relevant Chargor has complied or in respect of which such Chargor has provided a valid reason for non-compliance; and
- (b) no PSC Enforcement Notice has been issued in respect of the shares or other interests in any PSC Entity.

8.2 *Repetition*

The representations and warranties in this clause are deemed to be made by each Chargor by reference to the facts and circumstances then existing on each day on which any Repeating Representations are deemed to be made under the Agreement.

9. Negative Undertakings

9.1 Negative pledge

No Chargor shall create or permit to subsist any Security over any of the Charged Property other than a Permitted Security or any Security created under a Permitted Transaction.

9.2 Disposals

- (a) Subject to clause 9.2(b), no Chargor shall sell, transfer, lease or otherwise dispose or purport or agree to dispose of:
 - (i) any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Lender under clause 3 (Fixed Security);
 - (ii) any of its other assets other than on arm's length terms in the ordinary course of its trading.
- (b) Clause 9.2(a) shall not apply to any Permitted Disposal.

10. Undertakings relating to the Charged Property

10.1 Proprietorship

No Chargor shall permit any person:

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property; or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property.

10.2 PSC Register

- (a) Each Chargor shall immediately notify the Lender if any PSC Information Request is issued to the Chargor in respect of any PSC Entity and shall:
 - (i) comply with each such PSC Information Request or provide a valid reason for non-compliance; and
 - (ii) provide the Lender with a copy of each such PSC Information Request.
- (b) Each Chargor shall immediately notify the Lender if any PSC Enforcement Notice is issued to any Chargor in respect of shares or other interests in any PSC Entity and shall provide the Lender with a copy of each such PSC Enforcement Notice.

11. Enforcement of Security

11.1 *Lender's powers*

On the occurrence of an Event of Default which is continuing or if any Chargor requests that the Lender exercises any of its powers under this clause 11.1, this deed shall become enforceable and the Lender may immediately or at any time thereafter:

- (a) appoint one or more persons as an Administrator of any Chargor in accordance with schedule B1 to the Insolvency Act;
- (b) exercise the power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed;
- (c) subject to clause 4.3 (Moratorium under Insolvency Act), by written notice to any Chargor convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice;
- (d) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with s.s 99 and 100 of the LPA;
- (e) subject to s72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property;
- (f) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
- (g) by notice to any Chargor end such Chargor's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property;
- (h) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;
- (i) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Lender shall value such Charged Property by reference to an independent valuation or other procedure selected by the Lender acting reasonably.

11.2 *Powers under the LPA*

- (a) S. 103 of the LPA will not apply to this deed.
- (b) The power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargors.

11.3 *Cash Cover*

After the occurrence of an Event of Default each Chargor shall, immediately on demand, provide to the Lender full cash cover for any contingent liabilities forming part of the Secured Liabilities including liabilities arising in respect of bills of exchange or promissory notes accepted, endorsed or discounted and bonds, guarantees,

indemnities, documentary or other credits or other instruments from time to time entered into by the Lender.

11.4 *Administrators*

If the Lender appoints two or more persons as Administrator of a Chargor, the appointment may specify whether those persons are to act jointly or concurrently.

11.5 *Receivers*

- (a) The Lender may appoint any Receiver in respect of a Chargor upon such terms as to remuneration and otherwise as the Lender thinks fit and the maximum rate specified in s109(6) of the LPA shall not apply.
- (b) Any Receiver will be the agent of the relevant Chargor for all purposes and such Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Lender.
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- (d) The Lender may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Lender appoints any other person as Receiver in his place.

12. **Powers of Receiver and Lender**

12.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed.

12.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of any Chargor) to do every act and thing and exercise every power:

- (a) which the relevant Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property; and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the relevant Chargor in connection with any exercise of such powers.

12.3 *Consideration*

The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

12.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Lender may redeem any prior Security against any Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargors. Any money paid by the Lender in connection with a redemption or transfer of a prior Security will form part of the Secured Liabilities.

12.5 *Possession*

If the Lender, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time.

13. **Exclusion of Liability**

13.1 *No obligation to recover*

Neither the Lender nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

13.2 *Liability as mortgagee in possession*

If the Lender or any Receiver takes possession of any Charged Property, it will not be liable to account to the any Chargor for anything except actual receipts or be liable to such Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

13.3 *Losses on enforcement*

No Secured Party will be liable to any Chargor for any loss or damage arising from:

- (a) any sale of any Charged Property;
- (b) any act, default or omission of any Secured Party in relation to any Charged Property; or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party.

14. Application of Proceeds

14.1 Order of application

Subject to clause 14.2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Lender in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Lender to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order:

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party;
- (b) in payment of remuneration to any Receiver;
- (c) for application in accordance with clause 27.2 (Partial Payments) of the Agreement; and
- (d) the balance (if any) will be applied as required by law.

14.2 Prospective liabilities

The Lender may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under clause 14.1 (Order of Application) in respect of:

- (a) any sum owing to the Lender, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

14.3 Investment of proceeds

Prior to the application of the proceeds of the Recoveries in accordance with clause 14.1 (Order of Application) the Lender may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Lender's discretion in accordance with clause 14.1 (Order of Application).

14.4 Currency Conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by the Lender from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.
- (b) The obligations of each Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

14.5 Permitted Deductions

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this deed; and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise.

15. Protection of Persons Dealing with Lender or Receiver

No person dealing with the Lender or any Receiver will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

16. Notice of Subsequent Charge

If the Lender receives notice of any subsequent Security or other interest affecting any Charged Property:

- (a) it may open a new account for any Chargor in its books and may transfer any outstanding balance owing by any such Chargor to such new account;
- (b) if it does not do so then, unless it gives express written notice to the contrary to the relevant Chargor, all payments made by such Chargor to the Lender will as from the time of receipt of such notice by the Lender be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

17. Further Assurance

When required by the Lender or any Receiver each Chargor shall, at its own cost:

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of such Chargor and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s93 of the LPA and the restrictions contained in s103 of the LPA and such other provisions including any similar to those in this deed as the Lender may reasonably require;
- (b) execute any documents or do any other thing which the Lender or any Receiver may reasonably require for perfecting or protecting any Security

created by this deed or in connection with the exercise of any powers given to the Lender or any Receiver under this deed; and

- (c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Lender or any Receiver may require in connection with any enforcement of any Security created by this deed.

18. Power of Attorney by Chargors

Each Chargor irrevocably and by way of security appoints each of the Lender, any person selected by the Lender and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- (a) such Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- (b) such Chargor is obliged to execute or do under this deed.

19. Discharge of Security

19.1 *Discharge conditional*

Any discharge of any Chargor by the Lender in reliance on a payment or security received by the Lender will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from that Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

19.2 *Retention of security*

Following any discharge of a Chargor made by the Lender in reliance on a payment or security the Lender may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such Security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Lender may retain the security constituted by this deed for as long as it thinks fit.

20. Redemption

If the Lender determines that all of the Secured Liabilities have been fully and finally discharged and it is not under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents the Lender shall release:

- (a) without recourse or warranty, all of the Security constituted by this deed; and
- (b) the rights of the Lender under this deed.

21. Default Interest

Any sum payable by a Chargor under this deed will bear interest from the date on which it is due or if payable on demand from the date of demand until payment (both before and after judgment) at the Default Rate as calculated and compounded from time to time in accordance with the Agreement.

22. Notices

22.1 *Communications in writing*

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

22.2 *Addresses*

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this deed is:

- (a) in the case of each Chargor:

Address: Fern Court
Derby Road
Denby
Ripley
Derbyshire
DE5 8LG

Fax number: (01604) 821951

- (b) in the case of the Lender:

Address: 2 Gresham Street
London
EC2V 7QP

Fax number: 020 7597 4913

For the attention of: Tom Sheldon and Kieran Mckenzie

or any substitute address, fax number or department or officer as the party may notify to the other by not less than five Business Days' notice. In the case of a Chargor, the address of its registered office or of any place where it carries on business shall also be addresses of such Chargor for the purpose of this clause.

22.3 *Delivery*

- (a) Any communication or document made or delivered by the Lender on a Chargor under or in connection with this deed will be effective:

- (i) if left at an address referred to in this clause, when so left;
- (ii) if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted;

- (iii) if transmitted by fax to a fax number referred to in this clause, when the sending fax machine produces a print out which confirms that transmission has taken place.
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified above (or any substitute department or officer as the Lender shall specify for this purpose).

22.4 *English language*

Any notice given under or in connection with this deed must be in English. All other documents provided under or in connection with this deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. **Changes to the parties**

23.1 *Lender*

The Lender may assign or transfer the rights and interests of the Lender under or in connection with this deed to any person.

23.2 *Chargors*

No Chargor may assign any of its rights or transfer any of its obligations under this deed.

23.3 *Disclosure*

The Lender may disclose any information about any Chargor to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under any Finance Document.

24. **Tax**

24.1 *Tax Gross-up*

- (a) Each Chargor shall make all payments to be made by it under this deed without any deduction or withholding for or on account of Tax (a "**Tax Deduction**") unless a Tax Deduction is required by law.
- (b) Each Chargor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly.
- (c) If a Tax Deduction is required by law to be made by a Chargor, the amount of the payment due from such Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) If a Chargor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the relevant Chargor shall deliver to the Lender evidence satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

24.2 *Tax Credit*

If a Chargor makes an increase in a payment to the Lender under clause 24.1 (Tax gross-up) (a "**Tax Payment**") and the Lender determines that:

- (a) a credit against, relief or remission for, or repayment of, any Tax (a "**Tax Credit**") is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) the Lender has obtained and utilised that Tax Credit,

the Lender shall pay an amount to that Chargor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by that Chargor.

25. **Set-off**

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

26. **Miscellaneous**

26.1 *Incorporation*

Clauses 10.3 (Default Interest), 16 (Other Indemnities), 18 (Costs and Expenses), 19 (Guarantee and Indemnity), 24 (Events of Default), 25 (Changes to the Lender), 26 (Changes to the Obligors), 27 (Payment Mechanics), 30 (Calculations and Certificates), 31 (Partial Invalidity), 32 (Remedies and Waivers) and 34 (Counterparts) of the Agreement shall be deemed to be incorporated into this deed.

26.2 *Possession*

Each Chargor shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Lender under clause 11.1 (Lender's powers).

26.3 *Third Party Rights*

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.

- (b) Notwithstanding any term of this deed, the consent of any persons other than the Chargors and the Lender is not required to rescind or vary this deed at any time.
- (c) A Secured Party may, subject to this clause 30.3 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it.

26.4 *Continuing Security*

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities.

26.5 *Other Security*

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Lender or any other person of any other security at any time held by the Lender.

26.6 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s. 93 of the LPA will not apply to this deed.

26.7 *Land Registry Consent*

By executing this deed each Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of [chargee] referred to in the charges register [or [their conveyancer or specify appropriate details]]."

26.8 *New Subsidiaries*

- (a) Each Chargor will procure that any new Subsidiary of a Chargor which accedes or is required to accede to the Agreement as an Additional Obligor executes an Accession Deed and delivers such Accession Deed to the Lender.
- (b) Each Chargor consents to the new Subsidiary referred to above becoming a Chargor as contemplated by (a) above and irrevocably appoints the Company as its agent for the purpose of executing the Accession Deed on its behalf.

26.9 *Liability Joint and Several*

The liability of the Chargors under this deed is joint and several.

27. **Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

28. Jurisdiction

28.1 *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 regarding the existence, validity or termination of this deed) and a dispute regarding a non-contractual obligation referred to in clause 27 (Law) (a "**Dispute**").
- (b) The Lender and the Chargors agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) This clause is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by the Chargors and signed on behalf of the Lender on the date shown at the beginning of this deed

SCHEDULE 1

The Initial Chargors

Company Name	Registration number
T.C.L. Holdings (Midco) Limited	08999061
T.C.L. Holdings Limited	06069919
T.C. Landscapes Group Limited	06071682
T. C. Landscapes Limited	04649316
Clean Estates Limited	03721374
G. Burley & Sons Limited	00495856
Newincco 1224 Limited	08413568
PFG Holdings Limited	06420555
Playforce Limited	03792761
Plantscape Limited	04276186
Ice Watch Ltd	03443533
Safety Grit Ltd	03629823
Forest Hill Landscaping Limited	03758075

SCHEDULE 2

Form of Accession Deed

THIS ACCESSION DEED is made on []

BETWEEN

- (1) [] (a company incorporated in [England and Wales] with registered number [] (the "**New Chargor**");
- (2) **T.C.L. HOLDINGS (MIDCO) LIMITED**, (a company incorporated in England and Wales with registered number 08999061) (the "**Company**") for itself and as agent for and on behalf of each of the existing Chargors;
- (3) **INVESTEC BANK PLC**, a company incorporated in England and Wales (Company Number: 00489604) and whose registered office is at 2 Gresham Street, London, EC2V 7QP, United Kingdom (the "**Lender**").

RECITAL

This deed is supplemental to a supplemental composite debenture dated [] 2017 between the Chargors named therein and the Lender, as previously supplemented and amended by any earlier Accession Deed (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. Interpretation

1.1 Definitions

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

1.2 Incorporation

Clause 1.2 (*Interpretation*) of the Debenture is deemed to be incorporated in and to apply to this deed.

2. Accession of New Chargor

2.1 Accession

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

2.2 Fixed security

As continuing security for the payment of the Secured Liabilities the New Chargor with full title guarantee:

- (a) charges to the Lender by way of legal mortgage all Real Property owned by the New Chargor at the date of this deed including the Property listed in schedule 1;
- (b) charges to the Lender by way of equitable mortgage any Real Property acquired by the New Chargor after the date of this deed;
- (c) assigns to the Lender by way of fixed security its rights and interest in all present or future Rental Income and all other sums or monies deemed from any Real Property;
- (d) assigns to the Lender by way of fixed security its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, any Real Property;
- (e) assigns to the Lender by way of fixed security its rights and interest in any claim against any provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of any Real Property;
- (f) assigns to the Lender by way of fixed security its rights and interest in:
 - (i) any present or future right to occupy any Real Property under licence;
 - (ii) rights under any present or future contract for the purchase of any Real Property and any Related Rights;
- (g) assigns to the Lender by way of equitable mortgage its rights and interest in:
 - (i) the Group Shares;
 - (ii) any present or future Dividends in respect of the Group Shares;
- (h) assigns to the Lender by way of equitable mortgage its rights and interest in:
 - (i) any present or future Investments other than the Group Shares;
 - (ii) any present or future Dividends in respect of any such Investments;
- (i) charges to the Lender by way of fixed charge its rights and interest in:
 - (i) any Plant and Equipment;
 - (ii) its present or future goodwill and uncalled capital;
 - (iii) any present or future Debts owing to the New Chargor;
 - (iv) any money now or at any time after the date of this deed standing to the credit of any Account;
 - (v) any present or future Intellectual Property;
- (j) charges to the Lender by way of fixed charge its rights and interest in any money now or at any time after the date of this deed standing to the credit of the General Accounts;

- (k) charges to the Lender by way of fixed charge its rights and interest in the Insurances and Related Rights;
- (l) assigns to the Lender by way of fixed security its rights and interest in any Assigned Agreement and any Related Rights to the extent capable of assignment without infringing any provision of such agreement and if the terms of any Assigned Agreement require the consent of any party to such agreement to the assignment to the Lender which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained;
- (m) to the extent that any Assigned Agreement is not capable of assignment without infringing any provision of such agreement but is capable of being charged, charges to the Lender by way of fixed security its rights and interest in such agreement and any Related Rights;
- (n) to the extent that any Assigned Agreement is not capable of assignment or charge without infringing any provision of such agreement, charges to the Lender the proceeds of any Related Rights in respect of such agreement; and
- (o) assigns to the Lender by way of fixed security its rights and interests in any claim against the providers of the Reports or the provider of any other due diligence report in connection with the Acquisition, the Subscription, the Burleys Acquisition or any other Permitted Acquisition.

2.3 *Floating Security*

(a) *Creation*

As continuing security for the payment of the Secured Liabilities the New Chargor charges to the Lender by way of floating charge with full title guarantee the whole of its present or future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security pursuant to clause 2.3 above.

(b) *Conversion*

Subject to clause 2.4(c), the Lender may at any time by written notice to the New Chargor convert the floating charge created by clause 2.4(a) into a fixed charge as regards any assets specified in the notice if:

- (i) an Event of Default has occurred; or
- (ii) in the opinion of the Lender such assets are at risk of becoming subject to any Security (other than in favour of the Lender) or is otherwise at risk of ceasing to be within the ownership or control of the New Chargor.

(c) *Moratorium under 1986 Act*

The Lender shall not be entitled to convert the floating charge created by clause 2.4(a) into a fixed charge as a result only of the New Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act.

(d) *Qualifying floating charge*

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 2.4(a) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

3. Construction of Debenture

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

4. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. Law

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

6. Jurisdiction

6.1 *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 regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (b) The Lender and the New Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) This clause is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by the New Chargor and the Company and signed on behalf of the Lender on the date shown at the beginning of this deed.

SCHEDULE 1

Details of Freehold and Leasehold Property

SCHEDULE 2

Details of chattels

SCHEDULE 3

Details of Group Shares

SCHEDULE 4

Accounts

SCHEDULE 5

Assigned Agreements

SCHEDULE 6

Details of Insurances

SCHEDULE 7

Intellectual Property

SIGNATORIES TO DEED OF ACCESSION

The New Chargor

EXECUTED by the New Chargor)
acting by:)

Director

Director/Secretary

[EXECUTED] by the New Chargor)
acting by a director)
in the presence of:)

..... Director

Name of witness:

Address of witness:]

[SIGNED] as a deed on behalf of the)
New Chargor, a company incorporated in)
[SPECIFY JURISDICTION] by)
[SIGNATORY] [and [SIGNATORY]])
who in accordance with the laws of)
that territory [is/are] acting under the)
authority of the company)

Authorised signatory

Authorised signatory]

The Company

Executed as a deed by
T.C.L. HOLDINGS (MIDCO) LIMITED
acting by:

)
)
)
)

Director

Director/Secretary

The Lender

SIGNED for and on behalf of
the Lender

)
)

SCHEDULE 3

Details of Accounts

Account Name	Account Bank	Sort Code	Account Number	Account Holder
T.C.L. Holdings Account	Investec Bank plc	N/A		T.C.L. Holdings (Midco) Limited
T.C.L. Mandatory Prepayment Account	Investec Bank plc	N/A		T.C.L. Holdings (Midco) Limited
TCL Holdings	HSBC Bank plc			T.C.L. Holdings Limited
TCL Group	HSBC Bank plc			T.C. Landscapes Group Limited
Current Account TC Landscapes	HSBC Bank plc			T.C. Landscapes Limited
Deposit Account TC Landscapes	HSBC Bank plc			T.C. Landscapes Limited
Clean Estates	HSBC Bank plc			Clean Estates Limited
Current Account ALS	HSBC Bank plc			T.C. Landscapes Limited t/a ALS
Plantscape Limited	National Westminster Bank plc			Plantscape Limited
TCL Holdings Limited	Lloyds Bank plc			TCL Holdings Limited
TCL Holdings (Parent) Limited	Lloyds Bank plc			TCL Holdings (Parent) Limited
TCL Holdings (Midco) Limited	Lloyds Bank plc			TCL Holdings (Midco) Limited
T C Landscapes Limited t/a ALS	Lloyds Bank plc			T C Landscapes Limited t/a ALS

T C Landscapes Group Limited	Lloyds Bank plc		T C Landscapes Group Limited
T C Landscapes Limited	Lloyds Bank plc		T C Landscapes Limited
Clean Estates Limited t/a Burleys	Lloyds Bank plc		Clean Estates Limited t/a Burleys
G Burley and Sons Limited	Lloyds Bank plc		G Burley and Sons Limited
Playforce Limited	Lloyds Bank plc		Playforce Limited
Ice Watch Ltd	HSBC Bank plc		Ice Watch Ltd
Safety Grit Ltd	Lloyds Bank plc		Safety Grit Ltd
Plantscape Limited	Lloyds Bank plc		Plantscape Limited
Forest Hill Landscaping Limited	National Westminster Bank plc		Forest Hill Landscaping Limited
Forest Hill Landscaping Limited	National Westminster Bank Plc		Forest Hill Landscaping Limited

SCHEDULE 4

Group Shares

Chargor	Name of company in which shares are held	Number and class of shares	Details of Nominees (if any) holding legal title to shares
The Company	T.C.L. Holdings Limited	10,000 ordinary shares of £1.00 each	N/A
The Company	Newincco 1224 Limited	7,625,000 Ordinary A shares of £0.0001 each	N/A
The Company	Newincco 1224 Limited	3,062,500 Ordinary B shares of £0.001 each	N/A
The Company	G. Burley & Sons Limited	1,114 ordinary shares of £1.00 each	N/A
T.C.L. Holdings Limited	T.C.L. EBT Company Limited	1 ordinary share of £1.00	N/A
T.C.L. Holdings Limited	T.C. Landscapes Group Limited	1 ordinary share of £1.00	N/A
T. C. Landscapes Group Limited	T.C. Landscapes Limited	210 ordinary shares of £0.50 each	N/A
T. C. Landscapes Limited	Clean Estates Limited	45 A ordinary shares of £1.00 each	N/A
T. C. Landscapes Limited	Clean Estates Limited	45 B ordinary shares of £1.00 each	N/A
Newincco 1224 Limited	PFG Holdings Limited	48,033,200 A ordinary shares of £0.0001 each	N/A
Newincco 1224 Limited	PFG Holdings Limited	58,707,244 B ordinary shares of £0.001 each	N/A
PFG Holdings Limited	Playforce Limited	100 ordinary shares of £1.00 each	N/A
The Company	Plantscape Limited	96 ordinary shares of £1.00 each	N/A
The Company	Safety Grit Ltd	100 ordinary shares	N/A

The Company	Forest Hill Landscaping Limited	3 Ordinary Shares of £1 per share	N/A
The Company	Ice Watch Ltd	1000 A ordinary shares of £0.10 per share	N/A
		50 B ordinary shares of 10p each	
		30 B ordinary shares of 10p each	
		30 B ordinary shares of 10p each	
		20 B ordinary shares of 10p each	
		20 B ordinary shares of 10p each	
		20 B ordinary shares of 10p each	
		20 B ordinary shares of 10p each	

SCHEDULE 5

Details of Registered Land

None

Details of Unregistered Land

None

SCHEDULE 6

List of Chattels

None

SCHEDULE 7

List of Agreements

Chargor	Description
The Company	The share purchase agreement dated on or around 6 May 2014 and made between the Company, Caledonia Investments plc, Simon Cashmore, Anthony Cox, Simon Abley, Jonathan Highley and Richard Glover
Each Initial Chargor (excluding Ice Watch Limited, Safety Grit Ltd, Plantscape Limited and Forest Hill Landscaping Limited) (in its capacity as creditor)	The agreement dated on or around 6 May 2014 and made between T.C.L. Holdings (Parent) Limited (as company) and the Initial Chargers (excluding Ice Watch Limited, Safety Grit Ltd and Plantscape Limited) (as subsidiary group companies), pursuant to which the parties thereto agree to advance certain loans.
The Company	The agreement dated on or around 6 May 2014 and made between the Company (as lender) and T.C.L. Holdings (Parent) Limited (as borrower) under which the Company agrees to advance loans to the Parent in such amounts and at such times as may be necessary to enable the Parent to make payments under the Equity Documents (as defined therein).
The Company	The share purchase agreement dated on or around 29 June 2016 and made between the Company and Mark Stone.
The Company	The share purchase agreement dated on or around 15 August 2016 and made between the Company and Paul Lovelace Bowling.
The Company	The share purchase agreement dated on or around the date of this deed and made between the Company and Forest Hill Landscaping Limited.

SCHEDULE 8

Details of Insurances

1. A policy of insurance with number BM CMC 6910026 provided by AXA Insurance UK plc.
2. A policy of insurance with number BGAA65CE001/BGAA65CG001 provided by Liberty Mutual Insurance.
3. A policy of insurance with number HSB 192445 provided by HSB Engineering Insurance Limited.
4. A policy of insurance with number PI15H660047 provided by HCC International.
5. A policy of insurance with number PI6A734240 provided by HCC International.
6. A policy of insurance with number PI17A584075 provided by HCC International.
7. A policy of insurance with number 24920903 ENP provided by Aviva Insurance.
8. A policy of insurance with number UKDAOO25783116 provided by Chubb Insurance.
9. A policy of insurance with number 64828875 provided by Chubb Insurance.
10. A policy of insurance with number 64828875 provided by Chubb Insurance.
11. A policy of insurance with number BM FLE 6910030 provided by AXA Insurance UK.
12. A policy of insurance with number 003X5088633/N71/LF provided by NFU Mutual.
13. A policy of insurance with number 080X2799047/N71 provided by NFU Mutual.

SCHEDULE 9
Intellectual Property

SCHEDULE 10

Part 1

Notice of Assignment to Tenant

To: [insert name and address of tenant]

Dated: [date]

Dear Sirs

We refer to a lease dated [date] (the "**Lease**") between us and you in respect of [] (the "**Demised Property**").

We give you notice by a debenture dated [] 2017 entered into between us and Investec Bank plc (the "**Lender**"), we have assigned to the Lender all our rights and interest in all amounts now or at any time in the future payable to us under or in connection with the Lease including but not limited to each of the following amounts:

1. rent, licence fees and equivalent amounts paid or payable;
2. any sum received or receivable from any deposit held as security for performance of your obligations;
3. a sum equal to any apportionment of rent allowed our favour;
4. any other moneys paid or payable in respect of occupation and/or usage of the Demised Property and any fixture and fitting on the Demised Property including any fixture or fitting on the Demised Property for display or advertisement, on licence or otherwise;
5. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;
6. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;
7. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;
8. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Demised Property or a reserve or sinking fund or by way of VAT; and
9. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above,

(together the "**Rental Income**").

We irrevocably instruct and authorise you notwithstanding any previous instructions which we may have given to you to the contrary to pay all Rental Income to our account at [] (Account No. []) under reference [] (the "**Rent Account**") or to such other account and/or bank as may from time to time be notified to you by the Lender

all moneys forming part of the Rental Income and otherwise to act in accordance with the instructions of the Lender in connection with the Rental Income.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this notice and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender at [].

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [*name of Chargor*]

Part 2

Acknowledgement

To: []

Dated: [date]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**"). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we will pay the Rental Income into the Rent Account or to such other account and/or bank as the Lender may from time to time notify to us;
2. we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Rental Income.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgement and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully

.....
(Authorised Signatory)
[for and on behalf of] [name of tenant]

SCHEDULE 11

Part 1

Form of notice to Account Bank

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

Dated: [date]

Dear Sirs

We refer to the account of [] (the "**Chargor**") with you numbered [].

We give you notice that, by a debenture dated [] the Chargor has charged to Investec Bank plc (the "**Lender**") by way of fixed charge its interest in and to the money from time to time standing to the credit of the account referred to above (the "**Charged Account**") and to all interest (if any) accruing on the Charged Account.

We irrevocably authorise and instruct you:

1. to pay all or any part of monies from time to time standing to the credit of the Charged Account to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect;
2. to disclose to the Lender any information relating to the Chargor and the Charged Account which the Lender may from time to time request you to provide; and
3. following receipt of a written notice from the Lender instructing you accordingly, not to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Account without first obtaining the consent in writing of the Lender.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Lender at [].

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [name of Chargor]

Part 2
Acknowledgement

To: []

Dated: [date]

Dear Sirs,

We acknowledge receipt of a notice (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**"). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Lender notifies us in writing that the notice is revoked;
2. we have not received notice that any third party has any interest in the Charged Account;
3. we have not claimed or exercised, nor will we claim or exercise against the Chargor, any right of set-off, lien, combination of accounts, counterclaim or other right relating to the Charged Account.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [name of Account Bank]

SCHEDULE 12

Part 1

Form of notice to Insurer

To: [insert name and address of Insurer]

Dated: [date]

Dear Sirs

**[DESCRIBE INSURANCE POLICIES] DATED [DATE] BETWEEN (1) YOU AND (2) []
(THE "CHARGOR")**

1. We give notice that, by a debenture dated [] (the "**Debenture**"), we have assigned and charged to Investec Bank plc (the "**Lender**") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:
 - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request;
 - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Lender;
 - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Lender from time to time;
 - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - (e) to send copies of all notices and other information given or received under the Policies to the Lender.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Lender's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.
4. We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Lender.
5. This notice may only be revoked or amended with the prior written consent of the Lender.

6. Please confirm by completing and returning the acknowledgement of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future;
 - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender; and
 - (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [*name of Chargor*]

Part 2
Acknowledgement

To: []

[Date]

Dear Sirs,

We confirm receipt from [] (the "**Chargor**") of a notice dated [] (the "**Notice**") of a charge upon the terms of a Debenture dated [] of the Policies. Terms and expressions defined in such notice have the same meaning where used herein

We confirm that:

- (a) we accept the instructions and authorisations contained in the Notice and we undertake to comply with the Notice;
- (b) we have not, at the date of this acknowledgement, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and we will notify the Lender promptly if we should do so in future;
- (c) we will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender; and
- (d) we will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [*name of Insurer*]

SCHEDULE 13

Part 1

Notice of Assignment

To: [insert name and address of counterparty]

Dated: [Date]

Dear Sirs

We refer to an agreement dated [] (as such agreement may be amended or supplemented, the "**Assigned Agreement**") between us and you a copy of which is attached.

We give you notice that by a debenture dated [] (the "**Debenture**") entered into between us and Investec Bank plc (the "**Lender**") we have assigned to the Lender all our present and future rights and interest in:

1. the Assigned Agreement and any money now or at any time in the future due or owing to us under or in connection with the Assigned Agreement; and
2. all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Assigned Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Assigned Assets**").

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary):

- (a) to pay to the Lender at its account at [] (Account No. []) under reference [] (or to such other account or accounts and/or bank or banks as may from time to time be notified to you by the Lender) all moneys forming part of the Assigned Assets and otherwise to act in accordance with the instructions of the Lender in connection with the Assigned Assets;
- (b) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Assignment and/or the Assigned Assets which you receive at any time from the Lender; and
- (c) to disclose to the Lender, such information relating to the Assigned Assets as the Lender may, at any time request.

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure.

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Lender gives you notice in writing revoking them.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England.

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Lender at [].

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [*name of Chargor*]

Part 2
Acknowledgement

To: []

Dated: [date]

Dear Sirs

We acknowledge receipt of a letter (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") with respect to the Debenture. Expressions defined in such letter have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we have not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of our indebtedness under the Assigned Agreement;
2. we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Assigned Agreement; and
3. we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Assigned Agreement.

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Debenture (a copy of which has been furnished to us).

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England and in connection with any proceedings with respect to this letter and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully

.....
(Authorised Signatory)
for and on behalf of [name of counterparty]

EXECUTION

THE COMPANY

Executed and delivered as a deed by)
T.C.L. HOLDINGS (MIDCO) LIMITED)
acting by *Simon CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

..... Director

[Redacted Signature] Witness

HARPINDER NAHL Witness Name

PARALEGAL Occupation

..... Address
Browne Jacobson LLP
Mowbray House
..... Castle Meadow Road
Nottingham
NG2 1BJ

THE INITIAL CHARGORS

Executed and delivered as a deed by)
T.C.L. HOLDINGS (MIDCO) LIMITED)
acting by *Simon CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

..... Director

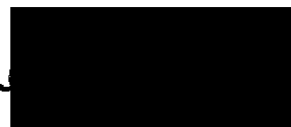
[Redacted Signature] Witness

HARPINDER NAHL Witness Name

PARALEGAL Occupation

..... Address
Browne Jacobson LLP
Mowbray House
..... Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
T.C.L. HOLDINGS LIMITED)
acting by *SIMON CASHMORE*)
a director in the presence of this witness:)



..... Director

 Witness

..... *HARPINDER NAHAL* Witness Name

..... *PARALEGAL* Occupation

..... **Browne Jacobson LLP** Address
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
T.C. LANDSCAPES GROUP LIMITED)
acting by ... *SIMON CASHMORE*)
a director in the presence of this witness:)



.. Director

 Witness

..... *HARPINDER NAHAL* Witness Name

..... *PARALEGAL* Occupation

..... **Browne Jacobson LLP** Address
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered a deed by)
T.C. LANDSCAPES LIMITED)
acting by *SIMON CASHMORE*)
a director in the presence of this witness:)



.... Director

 Witness

..... *HARPINDER NAHAL* Witness Name

..... *PARALEGAL* Occupation

..... Address
Browne Jacobson LLP
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
CLEAN ESTATES LIMITED)
acting by *SIMON CASHMORE*)
a director in the presence of this witness:)



..... Director

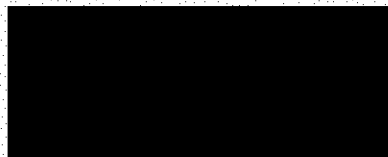
..... Witness

HARPINDER NAHL..... Witness Name

PARALEGAL..... Occupation

Browne Jacobson LLP..... Address
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
G. BURLEY & SONS LIMITED)
acting by *SIMON CASHMORE*)
a director in the presence of this witness:)



..... Director

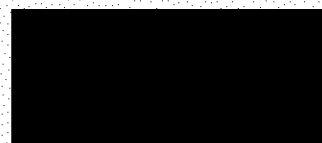
..... Witness

HARPINDER NAHL..... Witness Name

PARALEGAL..... Occupation

Browne Jacobson LLP..... Address
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
NEWINCCO 1224 LIMITED)
acting by *SIMON CASHMORE*)
a director in the presence of this witness:)



..... Director

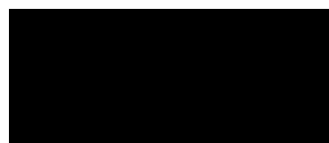
..... Witness

HARPINDER NAHL..... Witness Name

PARALEGAL..... Occupation

Browne Jacobson LLP..... Address
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
PFG HOLDINGS LIMITED)
acting by*SIMON CASTIMORE*.....)
a director in the presence of this witness:)



..... Director

.......... Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

.....*Browne Jacobson LLP*.....
.....*Mowbray House*..... Address
.....*Castle Meadow Road*.....
.....*Nottingham*.....
.....*NG2 1BJ*.....

Executed and delivered as a deed by)
PLAYFORCE LIMITED)
acting by ...*SIMON CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

Director

[Redacted Signature]

Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

Browne Jacobson LLP
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
PLANTSCAPE LIMITED)
acting by ...*SIMON CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

Director

[Redacted Signature]

Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

Browne Jacobson LLP
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
ICE WATCH LTD)
acting by ...*SIMON CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

Director

[Redacted Signature]

Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

Browne Jacobson LLP
Mowbray House
Castle Meadow Road
Nottingham
NG2 1BJ

Executed and delivered as a deed by)
SAFETY GRIT LTD)
acting by*SIMON CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

..... Director

..... [Redacted Signature] Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

..... Browne Jacobson LLP
Mowbray House Address
Castle Meadow Road
Nottingham
..... NG2 1BJ

Executed and delivered as a deed by)
FOREST HILL LANDSCAPING LIMITED)
acting by*SIMON CASHMORE*)
a director in the presence of this witness:)

[Redacted Signature]

..... Director

..... [Redacted Signature] Witness

.....*HARPINDER NAHL*..... Witness Name

.....*PARALEGAL*..... Occupation

..... Browne Jacobson LLP
Mowbray House Address
Castle Meadow Road
Nottingham
..... NG2 1BJ

THE LENDER

Executed and delivered as a deed by)
INVESTEC BANK PLC)
acting by and)
.....)
two of its authorised signatories)

.....
Authorised signatory

.....
Authorised signatory

Executed and delivered as a deed by)
SAFETY GRIT LTD)
acting by)
a director in the presence of this witness:)

..... Director

..... Witness

..... Witness Name

..... Occupation

..... Address

.....

Executed and delivered as a deed by)
FOREST HILL LANDSCAPING LIMITED)
acting by)
a director in the presence of this witness:)

..... Director

..... Witness

..... Witness Name

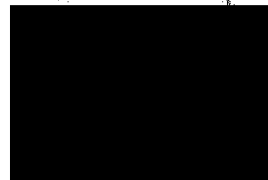
..... Occupation

..... Address

.....

THE LENDER

Executed and delivered as a deed by)
INVESTEC BANK PLC)
acting by and)
.....)
two of its authorised signatories)



James Haggie
Authorised Signatory

.....
Authorised signatory



Stephen White
Authorised Signatory

.....
Authorised signatory